



Service contract agreement for architects or engineers (constructions abroad)

Project identification: Beijing / Reconstruction
New Embassy of
Switzerland
Project no.: TN10/3710.011
Project manager for the client: Credit no.: TN10/3710.011 AA
CFC: 290
Date of contract: client / architect/engineer /
Copies: works manager Status:

Total remuneration indicated under 4.1 / 4.2 **RMB 0.00** **RMB 0.00**
(excluding VAT) (including VAT)

Contract concluded between Swiss Confederation
acting through
hereinafter referred to as **the client** and

☒ architect/engineer
address
VAT no.
☐ professional association or joint venture comprising:
1.
(lead architect/engineer)
2.
address
MWST Nr.
with general planner function

☐ with the following subcontractors:
1.
2.
hereinafter referred to as **the architect/engineer**

1 Purpose of contract

1.1 Project

1.2 Scope of architect/engineer's services

The client entrusts to the architect/engineer the execution of the following work in accordance with this contract and its elements:

2 Elements of the contract and their order of precedence in case of discrepancy

2.1 List of elements of the contract

The elements of the contract are, in descending order of precedence:

This document

FOBL General Terms and Conditions of architect/engineer services for constructions abroad (2013 version)

Other elements of the contract (EC):

- | | | |
|------|---|-----------|
| EC 1 | Bid submitted by the architect/engineer on, revised on..... | (annex 1) |
| EC 2 | Key contract dates | (annex 2) |
| EC 3 | Organisational chart | (annex 3) |
| EC 4 | Technical rules of building practice. Particularly: | (annex 4) |

2.2 Order of precedence in case of discrepancy

If there is any discrepancy between the above-mentioned elements of the contract, their order of precedence is determined by the order in which they are listed. If documents comprising one single element of the contract contain a discrepancy, the most recent takes precedence.

The general terms and conditions of the architect/engineer or of its subcontractors and suppliers are only applicable if mentioned under point 10 («Special agreements»).

3 Sub-phases to be executed

With regard to the project underlying this contract (see point 1.1), the architect/engineer agrees to furnish all of the services described in this document and in the other elements of the contract. This contract concerns the following sub-phases:

		Local nomenclature
<input type="checkbox"/>	11 Statement of requirements, methodological approach	.....
<input type="checkbox"/>	21 Definition of purpose, feasibility study	.....
<input type="checkbox"/>	22 Architect/engineer selection procedure	.....
<input checked="" type="checkbox"/>	31 Project concept	Concept Design
<input checked="" type="checkbox"/>	32 Construction project	Development Design
<input checked="" type="checkbox"/>	33 Procedure for requesting authorisation / application for public enquiry	.....
<input checked="" type="checkbox"/>	41 Tenders, analysis of bids, awarding of contracts	.....
<input checked="" type="checkbox"/>	51 Execution project	Construction Design
<input checked="" type="checkbox"/>	52 Construction project	Implementation
<input checked="" type="checkbox"/>	53 Commissioning, completion	.....

Upon signing of this contract, implementation of only the following phases **is authorised**:

		Local nomenclature
<input type="checkbox"/>	11 Statement of requirements, methodological approach	.....
<input type="checkbox"/>	21 Definition of purpose, feasibility study	.....
<input type="checkbox"/>	22 Architect/engineer selection procedure	.....
<input checked="" type="checkbox"/>	31 Project concept	Concept Design
<input checked="" type="checkbox"/>	32 Construction project	Development Design
<input type="checkbox"/>	33 Procedure for requesting authorisation / application for public enquiry	.....
<input type="checkbox"/>	41 Tenders, analysis of bids, awarding of contracts	.....
<input type="checkbox"/>	51 Execution project	.....
<input type="checkbox"/>	52 Construction project	.....
<input type="checkbox"/>	53 Commissioning, completion	.....

The other sub-phases will be authorised in writing by the client's project manager specified in the contract. The client reserves the right not to execute certain sub-phases. Compensation in this respect is governed by Art. 17 of the FOBL General Terms and Conditions of architect/engineer services for constructions abroad (2013 version).

In its cost information, the architect/engineer will remain within the following tolerance margins:

Gross cost estimate (SIA phase 21) +/- 20%

Cost estimate (phase 31) +/- 15%

Cost estimate for work specification (phase 32) +/- 10%

4 Remuneration

4.1 Remuneration based on a fixed price

- ☒ Services mentioned in the architect/engineer's detailed bid of _____, revised on _____
☐ _____

Fixed-price gross remuneration, incidental expenses not included	RMB	_____
_____	RMB	_____
_____	RMB	_____
_____	RMB	_____
/.. _____ 0.00%	RMB	0.00
Subtotal	RMB	0.00
Incidental expenses	RMB	_____
/.. _____ 0.00%	RMB	0.00
Net remuneration agreed (Rundungskorrektur: RMB _____)	RMB	0.00
VAT at rate of 7.70%	RMB	0.00
Total remuneration, including VAT (Rundungskorrektur: RMB _____)	RMB	0.00
Lump sum price		_____

4.2 Remuneration based on time spent

- ☐ Services mentioned in the architect/engineer's detailed bid of _____, revised on _____
☐ _____

- ☐ Remuneration based on the following hourly rates (excluding VAT):

Category A, Chief Architect / Engineer	RMB	_____
Category B, Managing Architect / Engineer, General Construction Manager	RMB	_____
Category C, Architect / Engineer / Construction Manager	RMB	_____
Category D, Structural Engineer	RMB	_____
Category E, Draughtsman / Assistant to Construction Manager	RMB	_____
Category F, Support staff	RMB	_____
_____	RMB	_____

Remuneration agreed **RMB** _____

as cost ceiling

Where remuneration is based on hourly rates, the qualification category is determined by the role of the architect and other personnel in performing the mandate and not by their positions held within their company.

- ☐ Remuneration based on an average hourly rate excluding VAT,
applicable for all of the architect/engineer's personnel:

Remuneration agreed **RMB** _____

as cost ceiling

Gross remuneration based on time spent, incidental expenses not included	RMB	0.00

/.. _____ 0.00%	RMB	0.00
Subtotal	RMB	0.00
/.. _____ 0.00%	RMB	0.00

Incidental expenses	RMB	.....
./.. 0.00%	RMB	0.00
Net remuneration agreed (Rundungskorrektur: RMB	RMB	0.00
VAT at rate of 7.70%	RMB	0.00
Total remuneration, including VAT (Rundungskorrektur: RMB	RMB	0.00

4.3 Incidental expenses

Reimbursement as agreed in the separate agreement dated

The costs for computer and CAD workstations, for office printouts of plans / documents and travel expenses within China are to be included in the fees under section 4.1 above.

Travel expenses to Switzerland will be reimbursed after prior agreement of the client.

4.4 Variations in price

☐ Price variations are calculated according to the following method(s):

☒ Price variations are included in the agreed remuneration.

4.5 Remuneration for services not definitively defined

4.5.1 Type of services not defined:

4.5.2 Remuneration:

5 Financial terms

5.1 Terms of payment

Remuneration is paid according to the following terms:

☒ The architect/engineer is entitled to advance payments totalling at least 90% of the price of services furnished.

☐ Remuneration based on payment plan dated

-

5.2 Invoicing and payment

All bills must be submitted electronically. The architect/engineer forwards the bills to the procuring entity exclusively via www.billexco.com.

Invoices must mention the project number, credit number and contract number indicated on the first page of this contract. They must be sent to the following address in one exemplar:

Invoices are drawn up monthly.

Invoices are drawn up in detail and are verifiable for the services due and furnished in accordance with this contract. When a payment is made based on hours worked, the time sheets must be enclosed. Invoices not meeting these requirements will be returned to the architect/engineer for correction and/or inclusion of

additional documentation. Disputed parts of an invoice fall due only after receipt of a properly completed payment request. The rest of the invoice is payable within the deadline set in the contract.

5.3 Verification and payment deadlines

The client pays the amounts due within 30 days.

The provisions regarding the final account indicated in Art. 8.5 of the FOBL General Terms and Conditions of architect/engineer services for constructions abroad (2013 version) are reserved.

5.4 Place of payment

The client will transfer the amounts due to bank name in place,

IBAN: . Account no.: .

6 Deadlines

Deadline	Task
-
-

7 Contacts

The contact persons for all matters concerning this contract, specifically modifications thereof or the transmission and notification of information, requests, etc., are as follows:

Client

Name and address

E-mail address:

.....

Fax:

.....

Tel.:

.....

Architect/engineer

Name and address

E-mail address:

.....

Fax:

.....

Tel.:

.....

If contact persons or their contact details change, the other party must be informed immediately and in writing.

8 Insurance

The architect/engineer/joint venture declares that it has concluded the following professional liability insurance, valid for the duration of the mandate. The architect/engineer/joint venture guarantees that it will maintain this insurance throughout the entire duration of the mandate and, on request by the client, will submit the corresponding valid insurance certificates:

- | | | | |
|--|-----|-------|---|
| <input type="checkbox"/> Personal injuries | RMB | ..... | per occurrence (at least CHF x million) |
| <input type="checkbox"/> Material damage | RMB | ..... | per occurrence (at least CHF x million) |
| <input type="checkbox"/> Structural damage | RMB | ..... | per occurrence (at least CHF x million) |
| <input type="checkbox"/> Other damage | RMB | ..... | per occurrence |

Insurance company:

.....

Policy no.:

.....

Excess per occurrence:

RMB

(to be completed by the architect/engineer)

- ☒ The architect/engineer declares itself also to be insured against the following specific project-related risks:
Planning errors

9 Provisions concerning the protection of workers, working conditions and equal treatment

The architect/engineer undertakes to observe the provisions concerning the protection of workers and working conditions in force at the location where the service is provided.

The architect/engineer declares that it has paid the social contributions and insurance premiums, as well as any other contributions provided for by law.

Furthermore, the architect/engineer undertakes to award gender-equal pay.

If the architect/engineer uses third parties for the fulfilment of the contract, it must oblige them in writing also to respect the above-mentioned principles.

For each infringement of any of the obligations mentioned in this section, the architect/engineer must pay the client a contract penalty in the amount of 10% of the remuneration given under 4.1 / 4.2, with a minimum of CHF 3'000.00, but not exceeding CHF 100'000.00.

10 Special agreements

10.1 Deviation from the General Terms and Conditions

In derogation of the FOBL General Terms and Conditions of architect/engineer services for constructions abroad (2013 version; hereinafter: GTC), the following is agreed:

10.1.1 Duty of diligence and loyalty (supplementary to Art. 3.2 GTC)

The plans and other documents produced by the architect/engineer will be adapted to the client's objectives and the rules applicable in the country in which the project is to be executed. They will be executed on the basis of best practices, in accordance with the industry standards mentioned in Annex.

The systems, structures or processes defined in the plans and other documents, if established in accordance with these, will be adapted to their designated objectives and should be able to function in accordance with the client's requirements.

10.1.2 Obligations in relation to documents (supplementary to Art. 3.2 GTC)

At the client's request, the architect/engineer will report on its activities and furnish all documents that it is obliged to retain in accordance with the contract.

The architect/engineer will not use the documents or information received from the client for any purpose other than fulfilment of the contract.

10.2 Other special agreements

10.2.1 Adherence to local regulations

The architect/engineer will ensure that the plans and other documents are usable in the location at which the project is planned.

The architect/engineer will ensure that none of its actions or omissions causes the client to infringe any law or regulation or condition set by an authority or breach any contract entered into with third parties.

The architect/engineer will notify the client immediately of any refusals of planning permission or any additional requirements placed by an authority.

10.2.2 Insurance obligation

The architect/engineer will take out the insurance provided for in Art. 8 of this contract from one or several leading insurance companies operating at the place of performance of the contractual services.

The architect/engineer will oblige its subcontractors to take out and maintain the same insurance coverage as provided for in Art. 8 of this contract.

The architect/engineer will oblige its insurance company or companies and its subcontractors to waive any right of subrogation with respect to the client or its directors and officers, employees or agents and to designate the client as the insured party with regard to its interests.

10.2.3 Taxes

In principle, the construction of embassies and consulates is exempt from all taxes (cf. Vienna Convention on Consular Relations). However, if taxes are to be paid, the architect/engineer alone will be liable to these, whether they are income taxes, withholding taxes, value-added tax or another such tax and any other tax incurred in relation to the performance of obligations under this contract.

10.2.4 Payment of fees

The architect/engineer's invoices must include all receipts and documents necessary for their verification by the client. If the services furnished are subject to VAT or another such tax, the amount that is legally payable must be set out as a separate account item and, at the client's request, the architect/engineer will furnish proof of the amounts paid or to be paid in this respect.

The client is entitled to set off against each invoice payable to the architect/engineer any amounts owed to it by the architect/engineer.

In the event of payment difficulties on the part of the architect/engineer, serious disputes between the architect/engineer and its subcontractors or suppliers or for any other serious reasons, the client may, after consulting with the interested parties, pay the subcontractor or supplier directly or charge the amount to the architect/engineer's costs, in both cases releasing the architect/engineer from all liability in this respect. In all cases, the client notifies the architect/engineer of this in writing.

The architect/engineer is not entitled to transfer its rights under the contract to third parties, particularly its right to remuneration of amounts due and payable, without the prior approval of the client.

10.2.5 Review of invoices of subcontractors/suppliers

The architect/engineer is entrusted with reviewing the invoices from subcontractors/suppliers and forwarding these to the client within the time periods below. All bills must be submitted electronically. The architect/engineer checks, signs and forwards the bills to the procuring entity exclusively via www.billexco.com.

1. For contractual payment plans, advance payments based on the estimated progress of services, advance payments based on services actually performed under a unit price contract, hourly paid invoices and invoices for price variations, the maximum time allowed for review and forwarding of duly prepared invoices is 10 days from the day on which the architect/engineer receives these from the client.
2. The maximum time for review and forwarding of duly prepared final accounts is 30 days from the day on which the architect/engineer receives these from the client.

If the architect/engineer misses these deadlines, the client reserves the right to invoice the architect/engineer for any late-payment interest charged by the subcontractor/supplier or to deduct this from its fees receivable.

10.2.6 Integrity Clause and declaration of impartiality

The architect/engineer and the client undertake to take all necessary measures to prevent corruption, so that, in particular, no payments or other advantages are offered or accepted.

In the event of failure to comply with the integrity clause, the architect/engineer's bidder will have to pay the client a contract penalty amounting to 10% of the contract value, but at least RMB 3 000 per contravention.

The architect/engineer acknowledges that a contravention of the integrity clause will generally lead to revocation of the award as well as early termination of the contract by the client on serious grounds.

In the event of an apparent conflict of interests on account of a particularly close relationship with a tenderer, the architect/engineer or the employee in question will be obliged to step down.

10.2.7 SecureCenter

The architect/engineer undertakes to send and store confidential digital data (such as e.g. security plans) encrypted by using the SecureCenter program.

The SecureCenter program to encrypt this data will be made available to the architect/engineer by the client free of charge.

11 Effective date

This contract enters into force once signed by both parties.

12 Changes to the contract

In order to be considered valid, additions or modifications made to this contract are subject to written agreement between the parties. This also applies to the deletion of this rule. If a provision of this contract contains omissions, is without legal effect or is unenforceable for any legal reason, the validity of the other provisions of the contract is not affected. In such a case, the parties agree on a valid replacement provision which, from a financial standpoint, is as close as possible to the provision it replaces.

13 Applicable law, disputes and place of jurisdiction

This contract is subject to Swiss law exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (done at Vienna on 11 April 1980) are excluded. Each party shall be entitled to take legal recourse before a competent court of law.

14 Delivery

This contract is drawn up in duplicate. Each party receives one signed copy.

The client:

.....

Place / date

Place / date

Name

Function

Name

Function

The signatory members of the joint venture:

- declare that they are jointly and severally liable for the fulfilment of the contract;
- confirm that the lead architect/engineer represents the joint venture with regard to the client until cancelled in writing, and that they consider all communications addressed to the lead architect/engineer to have been validly served to the entire joint venture;
- confirm that the payments made by the client at the place of payment indicated under 5.4 have the effect of a full discharge.

The architect/engineer or joint venture members:

.....

Place / date

Place / date

Name

Function

Name

Function



FOBL General Terms and Conditions of architect/engineer services for constructions abroad

2013 version

1 Duty of diligence and loyalty

- 1.1 The architect/engineer serves the interests of the client to the best of its knowledge and follows the generally accepted practice of the profession.
- 1.2 The architect/engineer avoids conflicts with its own interests or those of third parties.
The architect/engineer informs the client of any risks of conflict.
- 1.3 The contracting parties undertake not to offer, directly or indirectly, advantages of any sort to third parties and not to accept or agree to gifts for themselves or others, directly or indirectly, or any other advantages.

2 Architect/engineer's duty to inform and warn

- 2.1 The architect/engineer informs the client regularly of the progress of the work and obtains, in particular, all necessary information. It notifies the client immediately in writing of any circumstances that could compromise the proper fulfilment of the contract. If, in the course of implementation, changes are detected in the phases or sub-phases not yet executed, the architect/engineer immediately notifies the client of this in writing.
- 2.2 The architect/engineer immediately informs the client in writing of any deviations that may be noted with respect to the agreed work volume and also any developments that, for technical or financial reasons (e.g. new construction mode, new work processes or new materials), may justify a change in the agreed services.
- 2.3 The architect/engineer notifies the client in writing of any negative consequences of its instructions, particularly with respect to deadlines, quality and costs. It warns the client of any inappropriate requirements and requests.

3 Use of third parties

- 3.1 The use of third parties for performance of the contract is subject to the prior written approval of the client.
- 3.2 In all cases, any third parties used by the architect/engineer are deemed to be associates within the meaning of Art. 101 CO. The client's recognition or approval of the use of a third party does not affect the architect/engineer's contractual liability or that in connection with the contract. Art. 399 CO is expressly excluded.

- 3.3 In the event of payment difficulties on the part of the architect/engineer, serious disputes between the architect/engineer and third parties or on other serious grounds, the client may, after consulting with the interested parties, pay the third parties directly or charge the amount to the architect/engineer's costs, in both cases releasing the architect/engineer from all liability in this respect. In all cases, the client notifies the architect/engineer of this in writing.

4 Content and scope of the architect/engineer's powers of representation

4.1 Principles

In principle, the architect/engineer is not authorised to make legally binding statements to third parties in the client's name.

Larger contracts are awarded by the client.

The architect/engineer is obliged to forward to the client immediately all communications and statements from third parties (authorities, businesses, specialists, etc.) that influence the purpose of the mandate (e.g. agreed quality targets and risks, difficulties of contracting partners and requests from third parties in this respect, requests for price changes, warnings, etc.).

4.2 Implementation phase

If the services assigned include the site manager function, the architect/engineer must perform this as per Art. 24 ff. of the FOBL General Terms and Conditions of architect/engineer services for the execution of construction work abroad (2013 version) within the context of the contract between the client and the architect/engineer. An exception is made for the following statements of a legal nature, which the client has expressly reserved with respect to the architect/engineer:

- modifications of the contract that do not constitute changes to the order,
- changes to the order having repercussions on the deadlines, quality and financial aspects,
- statements concerning defects noted upon acceptance and partial acceptance of the work,
- final acknowledgement of measurements, hourly paid work reports and approval of the final account following inspection by the works manager,
- requests for and enforcement of collateral and contractual penalties.

The architect/engineer includes this rule on powers of representation in the individual subcontractor contracts, insofar as it drafts these.

5. Modification of the contract

- 5.1 The client may request that the agreed services be modified.
- 5.2 Changes to services and the corresponding adjustments in remuneration, deadlines and other contractual terms are in all cases clarified and agreed in writing in a rider to this contract before starting new services. Any change in fees is determined in accordance with the calculation basis and the initial costs, plus inflation if an inflation adjustment has been agreed in the contract.
- 5.3 The client compensates the architect/engineer for proven and authorised services that were performed before the order was changed which subsequently become superfluous following the change.

6. Key personnel

After conclusion of the contract, the architect/engineer's key personnel responsible for this project may be replaced only by equally qualified individuals and only with the client's approval. This rule does not apply in the case of illness or death of key personnel.

7. Client's powers of instruction

- 7.1 The client is authorised to instruct the architect/engineer within the context of fulfilling the contract. If the client insists on its instructions in writing despite the architect/engineer issuing a written warning on the possible consequences, the architect/engineer is not liable to the client for the consequences.
- 7.2 If, in exceptional cases, the client issues instructions directly to third parties, it informs the architect/engineer of this immediately.

8. Remuneration

8.1 Fees and incidental costs

In general, all services (including incidental expenses) are invoiced on the basis of the individual sub-phase. Where implementation of a sub-phase takes more than three months, monthly advance payments may be invoiced, accompanied by the statement of services and the necessary proof.

For each sub-phase agreed on (see point 3 of the contract), a summary must be drawn up no later than two months after the last service is furnished. This document will contain a verifiable list of the services furnished and will give the client an overview of all invoices submitted by the architect/engineer and of payments received and pending.

8.2 Cost ceiling

Costs incurred in excess of the agreed cost ceiling are charged to the architect/engineer, unless that client has approved in writing a change in the order or was responsible for the additional cost for other reasons.

8.3 Remuneration for services not definitively defined

Services that cannot be definitively defined at the time the contract is signed will be designated as such in the contract. In particular, these are services to be furnished in subsequent phases or sub-phases.

Prior to execution, the client and the architect/engineer agree in writing, in a rider to the contract, on the content and scope of these services, their remuneration and the applicable calculation basis, building on the initial cost and calculation basis.

8.4 Reductions in fees and holdback

In the case of additional and/or excess costs for which the architect/engineer is liable or which are attributable to the architect/engineer, the client reserves the right to reduce the fees appropriately. In all cases, the client's right to claim compensation remains reserved.

If the architect/engineer is liable, whether individually or jointly, for serious defects, the client may retain a holdback corresponding to at least the costs estimated for rectification of defects and damages.

8.5 Final account

The sub-service «Warranty work management» should not be included in the final account and cannot be invoiced until after the final inspection, in accordance with Art. 142 of the FOBL General Terms and Conditions for the execution of construction work abroad (2013 version) unless it is covered by a performance guarantee payable on first demand. Unless otherwise agreed, the sub-service «Warranty work management» corresponds to 3% of the total fee, excluding VAT.

9. Safety directives

- 9.1 The architect/engineer complies with all required safety directives.
- 9.2 In all cases, the client reserves the right to have the work stopped immediately if the architect/engineer repeatedly or seriously violates its safety-related obligations.

10. Confidentiality

- 10.1 The client and the architect/engineer treat as confidential all facts that are not in the public domain or which are not generally accessible. This duty of confidentiality remains in place after expiry of the contractual relationship, subject to the legal obligation to provide information.
- 10.2 Military secrecy is governed by the corresponding provisions.

11. Publications

The publication of construction plans, descriptions and photos of plans of the works and construction is subject to the prior written approval of the client in all cases. The provisions of Art. 27 of the Copyright Act (Freedom of panorama) remain reserved. Approval may be refused only where necessary to protect legitimate interests.

12. Architect/engineer's liability

- 12.1 The architect/engineer is liable in the case of infringement of its duty of diligence and loyalty, non-observance or breach of the recognised rules of the profession, deficiencies in coordination or supervision, evaluation and inadequate supervision of costs, including verification of subcontractors' invoices, and the loss of warranty rights for defects in the works with respect to the subcontractor charged with executing the work.
- 12.2 Incomplete or incorrect documents are refused by the client and must be corrected free of charge.

13. Disruption to work

- 13.1 If the work is interrupted at the client's request, the architect/engineer is not entitled to additional compensation.
- 13.2 If, when the work is resumed, the delay requires a revision of the existing data or other additional work, these additional services and their remuneration must be agreed in writing between the parties before the work is resumed.

14. Statute of limitations

- 14.1 Subject to the provisions of Art. 14.2 below, the contractual rights are extinguished after a period of 10 years from the time of the action causing the damage. The statute of limitations for expert reports begins to run upon delivery of the documents.
- 14.2 Claims arising from defects in the building construction become extinguished after five years, starting on the date of acceptance of the works or part thereof. A complaint may be lodged against such defects at any time during the first two years following acceptance. After this period, complaints regarding defects must be lodged immediately upon discovery.

15. Copyright

- 15.1 The copyright is vested in the architect/engineer.
- 15.2 The client has an irrevocable and non-exclusive right, free of charge, to use the results of the architect/engineer's work for its own purposes and at its discretion for completion of the project. If the client exercises this right without consideration for the architect/engineer, the latter is entitled to payment of the fees due at that time, provided they are recognised by the client. If the fees are in dispute, the client must set aside a provision for these or provide collateral.
- 15.3 The client is authorised in justified cases to modify the results of the architect/engineer's work while still in the project planning phase. The same applies in the case of premature termination of the contract provided that the client is not responsible for termination.

16. Retention of documents

- 16.1 The architect/engineer, or each member of the joint venture, retains free of charge all documents related to this contract that have not been submitted to the client as an original (such as documents from the decision-making phases and documents concerning the work done, i.e. plans, drafts, calculations, subcontractor agreements, orders, correspondence, statements, data media, etc.) for at least 10 years from the end of the contract and in the form in which they were created.

17. Premature termination of the contract

- 17.1 Art. 377 CO, which authorises the customer to withdraw from the contract prior to completion of the works by paying for the work done and compensating the architect/engineer in full, does not apply.
- 17.2 The parties may terminate the contract at any time on serious grounds, without compensation. Such serious grounds include, in particular, a change in the architect/engineer's key personnel without the client's approval or if the conditions outlined in point 6 are not met.
- 17.3 Furthermore, the contractual relationship may be revoked or rescinded at any time by either party. The contractual services furnished prior to termination of the contract are paid to the architect/engineer without any supplement.
- 17.4 If the contract is terminated at an inappropriate moment, the terminating party is obliged to compensate the other party for proven damages (but under no circumstances for loss of earnings) without a supplement.
- 17.5 The timing of such termination is not deemed inappropriate if one party has given the other party justification for terminating the contract.
- 17.6 Moreover, the timing of termination of the contract is not deemed to be inappropriate if:
- the credits have not been approved or released by the legislative or executive authority or another authority;
 - authorisations have not been given;
 - the client does not authorise execution of individual phases;
 - one or more of the architect/engineer's key personnel whose involvement in the project is decisive is replaced without the client's approval or without the conditions reserved under 6 above being met.

18. Signatures

The above General Terms and Conditions form an integral part of the service contract agreement of

Place and date:

Place and date:

.....'

.....'

The client:

The architect/engineer:

.....

.....



Annexes

Annex 1: Architect/engineer's bid dated, revised on

.....

Annex: Summary of remuneration (gross, excluding VAT)

Fee

	Phases	Sub-phases	Fees
1	Definition of objectives	11 Statement of requirements, methodological approach	RMB
2	Preliminary studies	21 Definition of purpose, feasibility study	RMB
		22 Architect/engineer selection procedure	RMB
3	Examination of project	31 Project concept	RMB
		32 Construction project	RMB
		33 Procedure for requesting authorisation / application for public enquiry	RMB
4	Invitation to tender	41 Tenders, analysis of bids, awarding contracts	RMB
5	Implementation	51 Execution project	RMB
		52 Construction project	RMB
		53 Commissioning, completion	RMB
Total fee			RMB

Incidental expenses

Description of incidental expenses and their reimbursement mode	Incidental expenses
	RMB
	RMB
Total incidental expenses	RMB
Total remuneration (gross, excluding VAT)	RMB

(to be entered under point 4.1 / 4.2 in the service contract agreement)