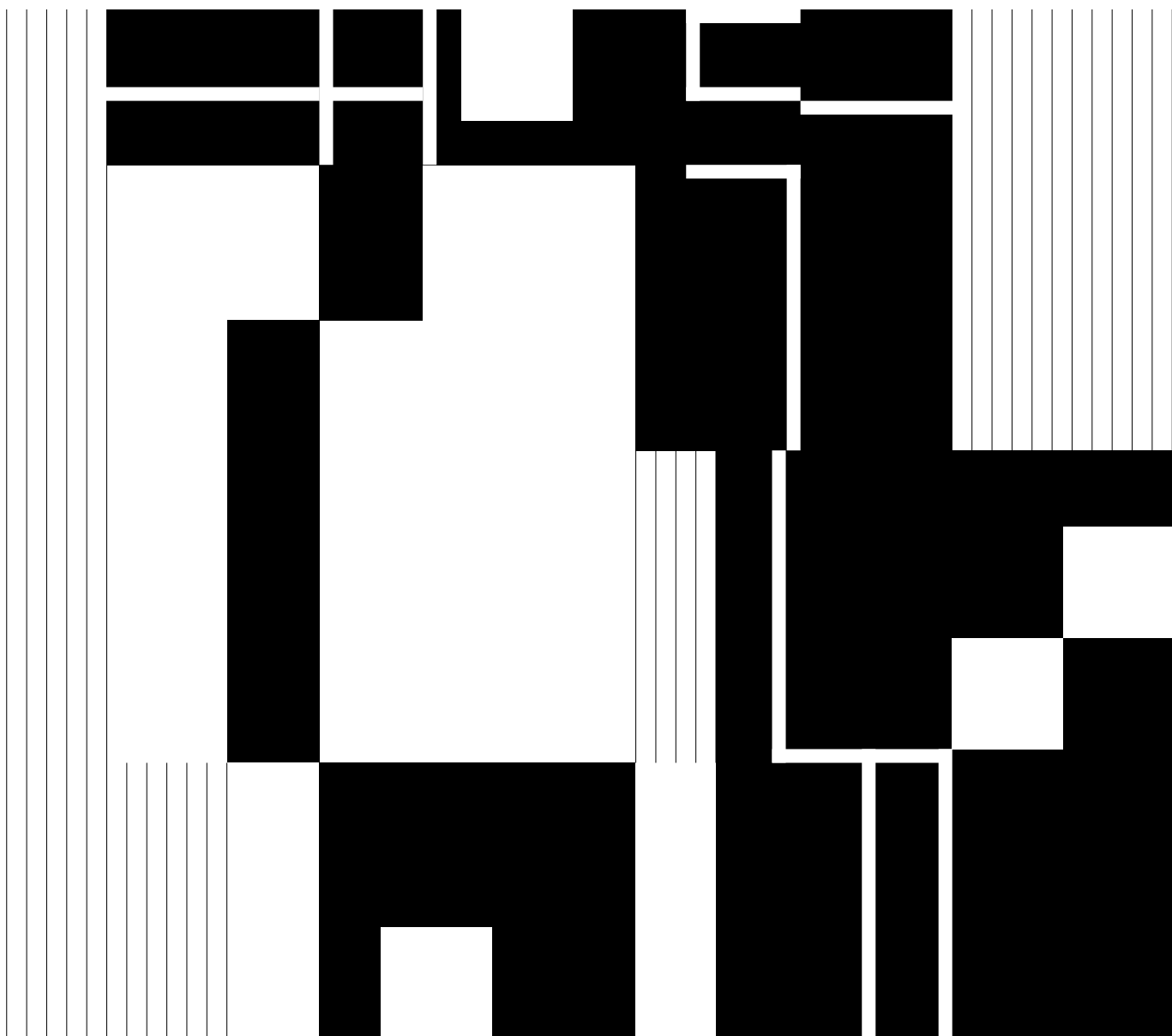


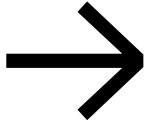
CONTRACT FOR ASSIGNMENT OF WORK

Edition: 2025



ΣΥΛΛΟΓΟΣ
ΑΡΧΙΤΕΚΤΟΝΩΝ
ΚΥΠΡΟΥ

CYPRUS ARCHITECTS ASSOCIATION



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AGREEMENT

This Agreement is made in today the day of the month in the year 20

BETWEEN:

....., holder of Identity Card No. / Company Registration No.
(if it is a legal entity),
with registered address at
(hereinafter referred to as the "Employer") of the one part,

AND:

.....
holder of CSTC (Cyprus Scientific and Technical Chamber),
Members Register / Consulting Companies Register No.
with registered address at
(hereinafter referred to as the "Architect") of the other part.

WHEREAS:

The Employer intends to proceed with (brief description of the Project)
within Plot:, Sheet/Plan:, Parish:,
address:, with preliminary project budget:
(hereinafter referred to as the "Project")

IT IS HEREBY AGREED THAT:

The Employer appoints the Architect, and the Architect accepts the appointment, in accordance with the terms and Appendices of this Contract for Assignment of Work to provide the following services for the following fees:

- Basic Services: Stages (to be completed accordingly)
Architect's Fees: (plus VAT)
- Additional Services: (to be completed accordingly)
Architect's Fees: (plus VAT)
- Travel expenses: (to be completed accordingly)
Architect's Fees: (plus VAT)
- Adverse Conditions: (to be completed accordingly)
Architect's Fees: (plus VAT)

The terms of this Contract for Assignment of Work are those set out in this Contract and are the only terms that bind the parties and no other term previously agreed upon, shall apply, whether oral or otherwise, unless included in this Contract, with the exception of the terms set out in the form "Client Authorization to Registered Engineers for the Provision of Services" of CSTC.

THE PARTIES:

Signature	Signature
Name	Name
Employer	Architect
Signed in on 20	

WITNESSES:

Signature	Signature
Name	Name

PART ONE DEFINITIONS

In this Contract for Assignment of Work, except where expressly defined otherwise, the following words and expressions shall have the meaning assigned to them below:

→ **Architect**

It is the natural or legal entity who is registered in the Members Register or Consulting Companies Register respectively of CSTC and/or in the corresponding professional registers of the member countries of the European Union as an Architect and holds a valid licence to practise the profession of an Architect and/or the valid right to undertake work appropriate to an Architect, under the applicable legislation.

→ **Employer**

It is the natural or legal entity who commissions the Architect to provide the services specified in this Contract for Assignment of Work for the implementation of the Project.

→ **Project**

It includes any study, service, work or construction, whether temporary or permanent, of any kind or description related to the construction of a building or other structure that is expressly described in this Contract for Assignment of Work and in particular on the first page thereof.

→ **Contractor**

It refers to the natural or legal entity to whom the Employer assigns the contractual execution of part or all of the Project, who is registered in the Register of Contractors and holds a valid license to undertake construction works, in accordance with the Registration and Control of Building and Civil Engineering Contractors Law of 2001 (L. 29(I)/2001), as amended from time to time, or pursuant to any other applicable legislation in force.

→ **Site / Plot / Property**

It is the area on which the works will be carried out for the development of the Project in accordance with the Architectural study.

→ **The Chamber or CSTC**

Cyprus Scientific and Technical Chamber

→ **Approximate Cost of the Project**

It is the expenditure incurred for the completion of the Project, calculated approximately based on the use of the prices per unit of measurement, determined and published from time to time. In the absence of such prices, it is calculated based on current market prices while also taking into consideration other possible construction costs.

→ **Estimated cost of the Project**

It is the cost of the Project calculated on the basis of the quantities and unit prices for each work, determined and published from time to time by the Statistical Service of the Republic of Cyprus and, in the absence of such unit prices, on the basis of current market unit prices, while also taking into consideration of other possible construction costs.

→ Certificate of Practical Completion

It is issued by the Architect, taking into account the terms of the applicable construction contract, after the inspection of the Project and if the Architect confirms that the construction work has been completed to his satisfaction and that the project is considered by the Architect to be in a condition suitable for the purpose for which it was designed. Reference is made to the date on which, in the Architect's opinion, the Project has reached practical completion and to the Contractor's obligation to remedy minor works within a specific period of time specified in the construction contract. Only those works that do not affect the functionality of the project, the safety of the users, and do not violate the terms of the project's permits or licenses are considered non-essential.

→ Certificate of Completion of Making Good Defects

It is issued by the Architect after the expiration of the Defects Liability Period specified in the building contract and constitutes indisputable evidence that the quality of materials and the level of workmanship are in accordance with the reasonable satisfaction of the Architect and that the provisions of the building contract have been implemented.

→ Final Payment Certificate

It is the amount, as adjusted in accordance with changes, modifications, additional works and the acceptance of any claims for fluctuations in price indices, which consists, without limitation, of:

- (i) the amount/value of the Contract of the Main Contractor;
- (ii) the amounts/value of all subcontracts contracts, e.g. electrical, mechanical and other installations;
- (iii) the amounts/value of contracts for the supply of materials, goods, equipment, as well as the actual cost of labour, regardless of whether these have been supplied by the Employer,
- (iv) the amounts paid by the Employer to the Contractor as compensation for time extension and/or disruption of the normal course of the works,
- (v) the amounts of such additions or deductions to be decided by the Architect with the Consulting Engineers and/or either in court proceedings or in mediation or arbitration.

→ Actual Project Cost

It is the amount of the Final Payment Certificate, less the Value Added Tax and the amounts paid by the Employer to the Contractor as compensation for extension of time and/or disruption of the normal course of the Project and less the value of the land.

→ Additional Fee

It is any fee entitled to and charged by the Architect over and above any fee agreed upon and referred to in this Contract for Assignment of Work.

→ Consulting Engineers / Consulting Engineering Firms and Specialist Consultants

Consulting Engineers / Consulting Engineering Firms are natural or legal entities who are registered in the Members Register or Consulting Companies Register respectively of CSTC and/or in the corresponding professional registers of the member countries of the European Union in the respective sector and hold a valid licence to practise their profession, pursuant to the respective applicable legislation.

Specialist Consultants are natural or legal entities, engaged to provide specialist services for the same Project, without being subject to the above requirements by law.

Both the Consulting Engineers / Consulting Engineering Firms and the Specialist Consultants are authorized by the Employer to provide services for the Project, unless the Employer and the Architect agree that such authorization shall be granted by the Architect.

→ Interpretation

In this Contract for Assignment of Work, unless context otherwise requires:

- (i) the titles and headings included in this Contract are for convenience only and do not in any way express the substance of the Contract or what the parties have agreed to and therefore do not form part of the definitions nor should they be taken into account for the purpose of construing the terms of this Contract for Assignment of Work;
- (ii) no provision of this Contract shall be construed adversely to a party solely because that party was responsible for the preparation of this Contract or such provision;
- (iii) any reference to the masculine, feminine or neuter gender includes all genders and the plural includes the singular, and the singular includes the plural, unless the context allows a different interpretation;
- (iv) references to clauses, appendices and tables shall be deemed to be references to clauses, appendices and tables of this Contract for Assignment of Work;
- (v) the tables and appendices to this Contract for Assignment of Work form an integral part of this Contract and any reference to this Contract includes the tables and appendices and vice versa.
- (vi) references to a contracting party or other person include their respective successors and permitted assignors.

PART TWO ARCHITECTURAL SERVICES

BASIC SERVICES

They include all the services of the Architect to the Employer described in Stages A to I, from the inception of the initial idea to the final delivery of the Project by the Contractor to the Employer and the issuance of the Final Certificate.

Unless otherwise agreed in writing, Basic Services include:

2.1. STAGE A - PRELIMINARY SERVICES

- 2.1.1 Signing the Agreement and initialling the pages of the Contract for Assignment of Work.
- 2.1.2 Identifying the Employer's needs, requirements and preliminary budget. Advising on the possibility of their implementation, the procedure to be followed and the need to secure the necessary approvals.
- 2.1.3 Informing the Employer about:
 - (j) the necessity or not of appointing Consulting Engineers, Specialist Consultants, specialized subcontractors and/or suppliers.
 - (ii) his obligations in accordance with the Health and Safety at Work Law and the applicable Regulations arising from that law.
 - (iii) the applicable legislation in relation to the Town Planning Regulations that apply to the specific property and the specific area where it is located.

2.2. STAGE B - PRELIMINARY STUDY

- 2.2.1 The relevant information regarding the property/plot and the proposed works, the Employer's requirements and/or building program, the Project's budget, and the desired implementation timeline are confirmed.
- 2.2.2 Architect's visit to the plot/property and initial assessment of local factors and conditions that may affect the Project.
- 2.2.3 Evaluation of any restrictions due to the topography of the plot or public access to it, both during the construction process and after its completion, which may affect the design of the Project.
- 2.2.4 Architect's contact with local and other authorities on issues related to his preliminary study.
- 2.2.5 Informing the Employer about the topographical, climatic and urban planning characteristics of the plot/property and evaluating them, road widening plans, restrictions for areas of a special character and other relevant factors.
- 2.2.6 Preparation of preliminary plans, such as a general layout plan, indicating the setting out of the Project on the plot and its access points, to such a degree of completeness and scale as to allow the Employer to understand the spatial organization and form of the Project, as well as to receive information about the proposed materials.
- 2.2.7 Calculation of the approximate cost of the Project based on the preliminary study.

2.2.8 In the event that the preliminary study does not comply with the basic instructions or the building program of the Employer in relation to the form or nature of the Project or if the approximate cost exceeds more than 10% of the cost set by the Employer then, upon the Employer's request, the Architect shall prepare a new preliminary study at no additional fee. However, if the Employer changes the basic instructions or building program, the Architect shall inform the Employer of any resulting increase in project costs before preparing a new preliminary study, which will be subject to an additional fee.

2.2.9 The Architect is not obligated to prepare a new preliminary study without additional compensation if the budget is exceeded due to factors beyond his control and not caused by his own acts or omissions. Such factors include, but are not limited to, inflation and its effects, increases in labour and material costs, or unforeseen subsoil conditions.

2.3. STAGE C - PLANNING PERMIT

2.3.1 Conducting consultations with the competent authorities where required and, if necessary, revising the preliminary design, provided that the project's scope remains unchanged.

2.3.2 Preparation and submission of an application to secure a Planning Permit or Planning Certainty, where required, to the Competent Authority. The fees for submission, as provided for by the applicable law, are paid by the Employer.

2.4. STAGE D - FINAL STUDY

2.4.1 After approval of the Planning Permit or Planning Certainty, if and where required, the Architect, in collaboration with the Consulting Engineers, prepares the Final Study, which includes any requirements of the other Consultants and coordinates their studies/plans with the architectural plans.

Any change requested by the Employer in the final design entitles the Architect to an additional fee.

2.5. STAGE E - BUILDING PERMIT

2.5.1 Preparation and submission of the application, with all the necessary information to the Competent Authority, to secure a Building Permit (where this is required by the relevant applicable law). The fees due for submission, as provided by the applicable law, are paid by the Employer.

2.6. STAGE F - DETAIL DRAWINGS AND SPECIFICATIONS

2.6.1 After the approval of the Building Permit, if and where required, the Architect prepares the construction drawings and details at the appropriate scales, according to the requirements of the Project.

2.6.2 Preparation of technical specifications for construction materials and works, detailing construction methods and the quality of materials and workmanship, to such a degree of adequacy and completeness that ensures accurate pricing by prospective contractors and the smooth and uninterrupted execution of the works by the Contractor.

2.7. STAGE G - TENDERS

2.7.1 The Architect, in coordination with the other Consulting Engineers, prepares the tender documents and relevant forms in sufficient detail to enable tenders to be received.

2.7.2 The Architect advises the Employer on which Contractors should be invited to submit tenders for the execution of the Project. The selection of the Contractors who will be invited to tender for the Project will be made by the Employer.

2.7.3 The Architect, together with the other Consulting Engineers, evaluates the tenders received for the execution of the Project. In the event that the lowest bid amount for the Project exceeds by 20% the estimated cost of the Project, and if the excess does not arise due to changes requested by the Employer to the Project, and/or due to unforeseeable factors such as, without limitation, non-reasonably anticipated increase in the cost of materials and provided the Architect is instructed by the Employer, the Architect revises the Project study and proceeds with obtaining new permits, where required, without any additional fee.

2.7.4 The Architect recommends to the Employer the choice of Contractor and in coordination with the other Consulting Engineers prepares the Contracts to be signed by the Employer and the Contractor. While the selection of the Contractor is the exclusive right of the Employer, the Architect reserves the right to reject the appointment of a Contractor based on a reasonable justification that must be communicated to the Employer.

2.8. STAGE H - INSPECTION

2.8.1 The Architect conducts periodic visits to the site to check the Contractor's compliance with the plans and technical specifications, and in general, his compliance with the construction contract and the applicable legislation. The frequency of these visits varies depending on the project, the degree of progress of the works and the type and importance of the works being carried out at any given time.

The Architect shall maintain a record of his visits on site. Unless otherwise agreed, the Architect's services will be charged on an hourly basis in the form of a reasonable fee. If the Employer requests access to this record, the Architect must provide it within reasonable time.

The Architect is responsible for conducting periodic site inspections but does not assume legal responsibility for supervision of construction. Notwithstanding any other provisions in this Contract, the Architect is only liable for his own acts or omissions resulting from deficiencies in his design, and only if such deficiencies lead to substantial technical consequences that negatively impact the Project.

2.8.2 The Architect coordinates all Consulting Engineers and periodically informs the Employer regarding the progress of the works, as well as the quality of workmanship and materials.

2.8.3 The Architect, in coordination with the other Consulting Engineers, reviews the Contractor's applications for payment, evaluates any claims, and issues the payment certificates based on the Construction Contract.

2.8.4 Upon completion of the construction works and for the purpose of taking over the Project by the Employer, the Architect conducts final inspections and prepares the Schedule of Defects to be delivered to the Contractor.

2.8.5 The Architect in coordination with the other Consulting Engineers prepares the project's accounts between the Employer and the Contractor.

2.8.6 When in the opinion of the Architect the Works are practically complete, the Architect issues the Certificate of Practical Completion of the Works.

2.8.7 The Architect submits to the Competent Authority the Certificate of Project Completion pursuant to the applicable legislation.

2.8.8 The Architect, in coordination with the other Consulting Engineers, prepares, where required, the "as-built" drawings, along with the necessary project information and documents, and submits them to the Employer for the purpose of obtaining the Certificate of Final Approval for the Project.

2.9. STAGE I. - COMPLETION OF WORK

2.9.1 The Architect, in coordination with the other Consulting Engineers, checks whether any defects that have arisen within the Defects Liability Period, as specified in the Construction Contract, have been fixed, for the purpose of issuing the "Certificate of Completion of Making Good Defects".

2.9.2 The Architect, in coordination with the other Consulting Engineers, prepares the final accounts, evaluates any claims between the Employer and the Contractor and prepares and issues the Final Payment Certificate.

2.10 ADDITIONAL SERVICES

2.10.1 Any services not included in Stages A to I, which describe the Architect's Basic Services, are classified as Additional Services. Therefore, without limitation, services such as electromechanical and structural analyses and designs, topographical and geotechnical studies, services in legal proceedings, interior design services, may be offered as Additional Services by the Architect, who will collaborate where necessary with the appropriate natural or legal entities, provided that any mutual contractual obligations are agreed upon in writing with the Employer.

2.10.2 If a Quantity Surveyor is involved in the Project, the services mentioned in Stages A to I above and which include responsibilities such as the preparation of tender documents, evaluation of tenders, preparation of Contracts, review of the Contractor's payment certificated etc. (see sections 2.7.1, 2.7.3, 2.7.4, 2.8.3, 2.8.5, and 2.9.2), are carried out by the Quantity Surveyor. In the absence of a Quantity Surveyor in the Project, these services are considered Additional Services.

2.10.3 The fee for the provision of Additional Services shall be agreed and paid in addition to the agreed fee for the Basic Services.

2.10.4 An indicative list of Additional Services is given in Appendix Two.

2.10.5 Changes to an approved design that are carried out due to unforeseen circumstances or at the request of the Employer or generally for reasons for which the Architect is not responsible, are considered Additional Services.

PART THREE RIGHTS AND OBLIGATIONS

3.1 RIGHTS AND OBLIGATIONS OF THE ARCHITECT

3.1.1 **General Obligations and Rights**

The Architect is obligated to monitor the execution of the works agreed upon between the Employer and the Contractor and to act as an impartial professional by issuing decisions either pursuant to the Construction Contract or otherwise, in response to claims or demands from the Employer or the Contractor, either during the execution of the Project, or in case of interruption of the works, or after its completion. In the performance of his duties and responsibilities, the Architect must comply with the provisions of the applicable laws, regulations, and professional ethics applicable to his profession.

3.1.2 **Personally liable**

The Architect is personally liable for the services he offers. Without the written consent of the Employer, the Architect does not have the right to assign or transfer to any third party all or part of his services or obligations, as they derive from this Contract.

3.1.3 **Copies**

The Architect has an obligation to deliver, in a digital non-editable and non-adjustable format, to the Employer a complete set of drawings and other documents comprising his work. Additionally, the Architect must provide the Contractor two copies of the Construction Contract, including the drawings and other documents that comprise his work. The above, if requested, will also be delivered as hard copies. The Architect shall be entitled to a reasonable fee for any additional copies of drawings in any form including as built drawings of the completed Project as delivered to the Employer.

3.1.4 **Changes in the Design**

The Architect shall not have the right to make or permit any material change, addition or subtraction from the approved or agreed design without the approval of the Employer, unless this is required for construction reasons arising from site conditions or the safety of the Project or from unforeseen factors, or due to a change in legislation. In each case, the Architect must inform the Employer in writing without delay.

3.1.5 **Professional Indemnity Insurance**

The Architect will maintain professional indemnity insurance as required by CSTC. The Architect's liability for breach of duty (however arising) is limited to the amount of the minimum insurance coverage he is required to maintain through or according to the relevant provisions of CSTC. The cost of obtaining and maintaining the said insurance shall be borne by the Architect. In the event that the Employer wishes to increase the amount covered beyond the minimum determined by CSTC, then the Architect is required to comply with this request, provided that an agreement is reached with the Employer regarding the coverage of the additional cost incurred for increasing the professional insurance limit.

3.2 RIGHTS AND OBLIGATIONS OF THE EMPLOYER

3.2.1 Information

The Employer has an obligation to provide the Architect with all necessary information that he has or should reasonably be expected to have, regarding the physical, legal, financial or other status of the site related to the Project including details concerning the ownership status or rights over that plot.

3.2.2 Making Decisions/Approvals

The Employer must make decisions and give approvals as required to facilitate the proper and timely execution of the Architect's services.

3.2.3 Consulting Engineers

In the event that the Employer and the Architect agree that the Additional Services described in Appendix Two involving Consultants other than the Architect shall be paid through the Architect, the Employer shall pay the fees for such services to the Architect, in addition to the Architect's fee for Basic Services.

The Employer has the right to select the Consulting Engineers in consultation with the Architect, who reserves the right to reject the appointment of any specific Consulting Engineer based on reasonable justification which must be communicated to the Employer.

Each Consulting Engineer practices in his field of expertise and provides services as a consultant and supervising engineer, independently from other disciplines, and in accordance with the relevant legislation and CSTC regulations.

The Consulting Engineers that will be appointed, either by the Architect through Additional Services or directly by the Employer, will remain liable to the Employer and to third parties for the scientific aspect and the diligence they are required to demonstrate in providing their services to the Employer and the Project.

Except where the services of third-party Consulting Engineers for the Additional Services are provided by associates or employees of the Architect, the Employer acknowledges that the Architect shall have no legal responsibility for their suitability, ability and standard of work and any right to claim remedies against them in relation to the performance of their work.

The Employer acknowledges and accepts that the payment of a fee as described in this paragraph does not constitute an assumption of responsibility by the Architect for the correctness of the scientific/technical aspect of the design of any third-party Consulting Engineer and/or the acts or omissions of any third-party Consulting Engineer.

3.2.4 Intellectual Property

The Intellectual Rights of the Project shall remain with the Architect, in accordance with the provisions of the Intellectual Property Rights and Related Rights Act of 1976 (59/1976) as amended from time to time subject to the following: If the Employer pays the Architect's remuneration in full in accordance with the terms of this Contract, the Employer is entitled to use the Architect's drawings and study solely for the specific Project. The Employer, shall not bring about or permit to be made, any serious variations that change the nature and character of the Architect's drawings and study, nor shall the drawings be used in any other Project without the written consent of the Architect. Acknowledgment of the Architect's contribution, for the service he offered should be made by reference as the designer architect and/or project supervisor in any official documents and/or on the construction site board.

3.3 SUSPENSION AND/OR TERMINATION OF SERVICES

3.3.1 Right to suspend provided services

- (i) The Architect or the Employer has the right for reasonable cause to request the suspension of the provision of part or all of the Architect's services and obligations, giving the other party 14 days written notice stating the period of suspension, the reasons for this decision and the affected services and obligations.
- (ii) The Architect must resume the provision of his services when the reasons for suspension have been resolved or no longer exist.
- (iii) In the event that the period of suspension, resulting from a valid warning pursuant to article 3.3.1(i), exceeds 6 months, either party, after previously notifying the other of its intention to terminate the services of the Architect, shall be entitled to consider their provision as terminated.
- (iv) It is further understood that upon the suspension of services, the Employer assumes the obligation to immediately settle the full amount of fees owed to the Architect as of the date the suspension begins.

3.3.2 Right to terminate services

- (i) The Architect or the Employer has the right to terminate the execution of part or all of the services or obligations of the Architect, by providing 14 days' written notice to the other party, stating the reasons for the action and specifying the affected services and obligations.
- (ii) The execution of the Architect's services and obligations may be terminated immediately, upon written notice from either party, in the event of:
 1. bankruptcy of the Employer or the Architect,
 2. where the Architect is a natural entity, due to the death or permanent incapacity of the Architect.
 3. loss of the licence to practise as an Architect, for any reason,
 4. where the Architect or the Employer is a legal entity, upon the termination of its operations, the appointment of a liquidator or receiver, or the commencement of dissolution, liquidation, or any other similar proceedings.

The termination of the services and obligations of the Architect or his replacement under this article shall be without prejudice to any other rights and remedies created for the benefit of either party.

3.3.3 Architect's Right to Terminate

The Architect has the right to terminate his services for any of the following reasons:

- (i) if any invoice of the Architect to the Employer remains unpaid for a period exceeding 30 calendar days.
- (ii) if the Employer continuously interferes with the duties and authority of the Architect by giving instructions directly to the Contractor regarding the construction of the Project.
- (iii) if the Employer requires modifications to the Project to such an extent that the Architect considers that he cannot assume responsibility, or that his professional reputation is at stake,
- (iv) despite written notice from the Architect, the contract has been awarded at an excessively low price, with the risk of degrading the quality of the construction works, or, to a contractor who, based on the Architect's professional judgment, will not be able to execute the Project in compliance with his drawings and specifications,
- (v) if the Architect has requested the implementation of measures for the safety of the Project and/or compliance of the works with the relevant legislation, and the Employer refuses to cover the additional cost for any reason,
- (vi) if the Architect has requested the involvement of Consulting Engineers and/or Specialist Consultants in the Project whose services are deemed by the Architect to be necessary for the proper execution of the Project and the Employer refuses to cover the additional expense for their involvement.
- (vii) if the Architect determines based on the law, his expertise, experience and the code of ethics governing his profession that he cannot continue to provide his services to the Employer lawfully in relation to the Project, or at the appropriate level which will allow him to carry out his obligations under this Contract for Assignment of Work.

3.3.4 Right to remuneration and additional compensation in the event of termination

Without prejudice to any other provisions of this Contract, if the Employer terminates the Architect's services at any Stage through no fault of the Architect, or if the Architect terminates his services for any reason referred to in paragraph 3.3.3, then the Architect shall be entitled, unless otherwise agreed, to the entire remuneration up until the Stage in which his services are terminated and additional compensation equal to 1/3 of the remuneration for the next Stage, without the Employer having any claim against the Architect.

PART FOUR ARCHITECT'S FEES

4.1 GENERAL PROVISIONS REGARDING THE FEE

4.1.1 Architect's Fee

The calculation of the Architect's fee for the services of the Architect, prior to the signing of the Contract, is based on the estimated cost of the Project and, in the absence of such an estimate, it is based on the approximate cost of the Project.

The final fee paid for the Architect's services, unless otherwise agreed, is adjusted based on the actual cost of the Project.

4.1.2 Exclusions

The fees of other Consulting Engineers, the fees requested by Competent Authorities to issue permits, the costs of public utility services, the value of the land, the VAT, the cost of financing the project, etc., are not included in the cost of the Project for the purposes of calculating the Architect's fee.

4.1.3 Free materials and services

In the event that the Employer secures materials, constructions, or services at complimentary prices or completely free of charge, the Architect's fee will be calculated based on the estimated cost of these materials, constructions, or services according to the standard market prices of the above.

4.1.4 Duplication/Repeat

Unless otherwise agreed, in the case where the rendered services refer to the construction of a complex development or similar projects and provided that there is a repetition of identical units, then, for the first unit, the full fee shall be paid to the Architect. For each subsequent unit, the remuneration will be limited to 40% of the total fee, up to the stage of inspection. The fee for inspection will be paid in full for any unit and regardless of unit numbers.

4.2. COVERAGE OF ADDITIONAL EXPENSES

4.2.1 Type of contract

The rates of remuneration or lump sum fees specified in Appendices One and Two apply in cases where the Project is carried out by one Contractor for all construction works, along with the respective subcontractors or nominated subcontractors for the electromechanical, carpentry, and aluminium works.

In the event that the Employer uses nominated subcontractors for more sectional works, or where the responsibility of coordinating any nominated subcontractors does not lie with the main Contractor, the Architect's fee for Stages G, H, and I shall be increased to double, for the part of the work related to the nominated subcontractor.

4.2.2 Extension

If the construction period of the Project is extended, through no fault of the Architect, then the Architect is entitled to an additional monthly fee for Stage H which will be calculated in proportion to the total inspection fee in relation to the originally planned completion time of the Project based on the Contract.

4.2.3. Changes

In the event of alterations after the preliminary design stage, whether requested by the Employer or resulting from circumstances beyond the Architect's responsibility, then the Architect will be entitled to additional remuneration. The fee will be calculated based on the additional time or the additional value of the changes, whichever is higher.

4.2.4 **Adverse Conditions**

If the conditions at the place of execution of the project become extremely adverse, dangerous and/or unhealthy, or there is an increased risk of accidents, or the works are carried out under adverse weather conditions then the Architect has the right to request an additional fee, depending on the case, to be determined after consultation with the Employer and this will be listed in Appendix One of this Contract.

4.2.5 **Project Inspection Outside the Architect's Usual Geographical Area of Operations**

The term "Outside the Architect's usual geographical area of operations" refers to any site (where the Project is being constructed) located at a distance of more than 50 kilometres from the Architect's registered office. The Architect's registered office is deemed to be the area in which the Architect's office is registered, or the area from which the Architect is accustomed to work during the majority of the year.

For site visits conducted "outside the Architect's usual geographical area of operations", the Architect is entitled to claim travel expenses for the inspecting staff's journey to and from the Site, as specified in Appendix One of this Contract for Assignment of Work.

4.3 METHOD OF PAYMENT FOR BASIC SERVICES

4.3.1 **Timing of Payments**

Unless otherwise agreed, fees are payable upon completion of the relevant stage of Basic Services or in the event of termination of Architect's services, within 14 days of termination. In case of delay in the payment of the fee for a period beyond thirty calendar days from the day it becomes payable, the Architect is entitled to suspend his services in accordance to the provisions of paragraph 3.3.1, while the said fee is subject to the applicable maximum interest rate.

In addition, the Architect will not proceed to the next stage unless the fee for the previous stage has been fully paid. In the event of a delay caused by non-payment of the Architect's fees, the Architect will not bear any responsibility for any such delay while the payment of the fee remains pending.

If, despite compliance with the regulations, either the Planning Permit or the Building Permit and/or any other permit is rejected by the Competent Authority (e.g. due to a change in the legislation) this does not release the Employer from his obligations to the Architect regarding the Architect's fee.

4.3.2 **Payment in Instalments**

The fee for Stage H - Inspection is paid in instalments, based on the progress of the Contractor's work.

4.3.3 **Advance payment**

The Architect may request 10% of his total fee as an advance payment for the commencement of his work.

PART FIVE DISPUTE RESOLUTION

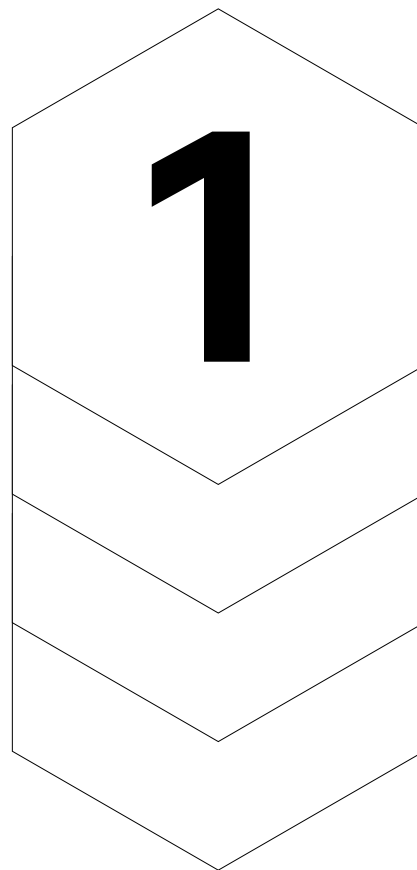
5.1 DISPUTES AND ARBITRATION

In the event that, at any time, any dispute or disagreement or contestation arises between the Contracting Parties to this Contract for Assignment of Work regarding the interpretation or execution or application thereof or for anything contained therein or arising therefrom or as to the rights, obligations or duties of the Contracting Parties, then this dispute or disagreement or challenge will be referred for resolution to Arbitration which will be conducted based on the current CSTC Arbitration Regulations, in accordance with the provisions of the Arbitration Law (Cap. 4) of the Republic of Cyprus, as amended from time to time, or pursuant to the applicable legislation in force at the time.

5.2. APPLICABLE LAW

This Contract for Assignment of Work shall be governed by and interpreted based on and in accordance with the laws of the Republic of Cyprus.

APPENDIX ONE PROVISIONS FOR BASIC SERVICES



Proposed Percentage Rates for Basic Services

Table I sets out indicative proposed/estimated fee percentages for procurement of basic Architect services for private projects. These percentages are indicative and are in no way binding. They are listed solely for informational purposes and for the calculation of potential fees.

Table I

	CATEGORY 1 PROJECTS	CATEGORY 2 PROJECTS
VALUE OF PROJECT € (X)	Fee %	Fee %
$X \leq 150.000$	6,70	7,60
$150.001 < X \leq 500.000$	5,85	6,70
$500.001 < X \leq 850.000$	5,10	5,90
$850.001 < X \leq 1.700.000$	4,45	5,20
$1.700.001 < X \leq 3.400.000$	3,90	4,60
$3.400.001 < X \leq 6.800.000$	3,75	4,20
$6.800.001 < X \leq 10.200.000$	3,60	3,80
$10.200.001 < X \leq 12.600.000$	3,45	3,60
$12.600.001 < X \leq 17.000.000$	3,30	3,40
$X > 17.000.001$	3,20	3,30

Listed Buildings

In the case of listed buildings or ancient monuments/buildings specified in the list of the Department of Antiquities (Table B), a percentage fee of 1.50% is added to the above percentages for the inspection stage and where work for them is required: 0.25% for applying to declare a building as listed, 1.00% for carrying out a full survey of the existing building, and 0.25% for the preparation and submission of an application for securing a grant.

Project Categories for determining the fee for Basic Services

For the purpose of determining fees, projects are divided into categories based on their complexity and according to Table II below:

Table II

<p>Category 1 projects Non-Complex Projects:</p>	<p>Residences, Apartment Buildings, Office Buildings, Shops, Banks, Leisure Centres, Restaurants, Kindergartens, Schools, Gyms, Industrial, Livestock or Agricultural Buildings, Factories, Warehouses, Sheds, Shelters, Garages, Churches, Squares, Pedestrian Roads, External Sports Areas, Photovoltaic Parks, Extensions to existing buildings of the above projects.</p>
<p>Category 2 projects Complex Projects:</p>	<p>Hospitals or Clinics, Theatres / Cinemas / Amphitheatres, Music Halls, Cultural / Conference Centres, Museums, Exhibition Halls, Universities, Sports Venues / Sports Halls / Multi-Activity Sports Centres, Hotels, Tourist Villages, Rehabilitation Centres, Geriatric Care and Monitoring Centres, Wellness Centres, Television or other Studios, Courts, Student residences, Specialist laboratories, Prisons, Research and Development Centres, High Tech Developments/ Technology Parks, Shopping centres, Restoration of a Listed Building, Renovations and/or conversions of existing Category 2 buildings.</p>

Fee for Basic Services

The Project is classified in Category (to be filled in accordingly) and the percentage of the Architect's fee for Basic Services is set at% (to be filled in accordingly) which is distributed by stages as follows:

Stage A – Preliminary Services	
Stage B – Preliminary Study	
Stage C – Planning Permit	
Stage D – Final Study	
Stage E – Building Permit	
Stage F – Detail Drawings and Specifications	
Stage G - Tenders	
Stage H - Inspection	
Stage I – Completion of Works	

Due to the special circumstances (to be filled in accordingly)

the agreed fees are increased by% /€ (see condition 4.2.4 of the Contract).

Fee of €..... per hour (to be completed accordingly) for travel expenses for services outside the the Architect's usual geographical area of operations (see clause 4.2.5 of the Contract).

APPENDIX TWO PROVISIONS FOR ADDITIONAL SERVICES

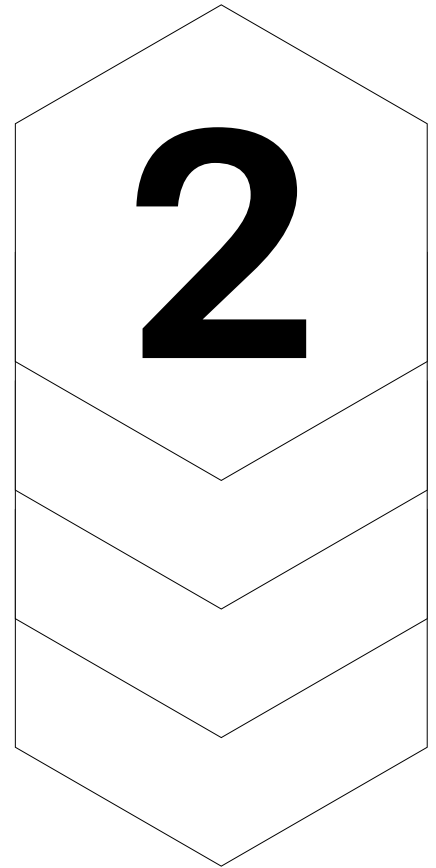


Table III sets out an indicative list of Additional Services that can be assigned by the Employer to the Architect, who will collaborate where necessary with the appropriate physical or legal entities. The Additional Services, the corresponding fee, the method of payment and any other mutual contractual obligations are recorded either in this Contract or in a separate agreement/s. In the event that the fee for the Additional Services is not specified, the Architect shall be entitled to a reasonable fee.

Table III

No	Description of Additional Service	% ¹	€ ²
1	Preparation of a specialized building program		
2	Health & Safety Plan Coordinator during the Design Stage		
3	Health & Safety Plan Coordinator during the Execution Stage		
4	Project Management		
5	Surveying/Topographical work in relation to the plot or other buildings or structures		
6	Inspection, report preparation for existing or listed historical buildings, ancient monuments		
7	Survey of existing buildings and/or other structures (excluding the survey of listed buildings – Appendix One)		
8	Preparation of studies and drawings for interior space and furniture		
9	Preparation of three-dimensional designs and/or study model		
10	Services in relation to the Land Surveying Law		
11	Quantity Surveying Services (to be defined)		

¹ Based on the amount of the actual cost of the Project.

² Lump-sum total fee.

12	Electrical / Mechanical studies (to be defined)		
13	Structural studies (to be defined)		
14	Preparation and/or invoicing of Bills of Quantities		
15	Price negotiation with Contractors		
16	Carrying out specialist studies or inspections or tests (e.g. geotechnical studies)		
17	Traveling abroad for the purposes of the Project		
18	Preparation of studies or designs for specialized structures or special structural foundations		
19	Study related to costing, buying, selling, renting, selecting, evaluating plots of land and/or buildings and/or conducting negotiations and/or obtaining access rights to third party property		
20	Preparation of preliminary proposals and/or carrying out feasibility studies		
21	Litigation services, mediation, arbitration for taking / exploring legal measures, testifying, preparing reports, providing advice		
22	Examination of the need to carry out investigations for contamination at the construction site and conducting of such investigations, examination of taking measures according to the relevant findings		
23	Preparing a study or providing advice on the environmental effects of a Project		
24	Preparation of lighting studies		
25	Preparation of landscaping studies		
26	Preparation of acoustic studies		
27	Organisation of showrooms, store windows		
28	Inspection of demolition works		
29	Preparation of "as built" drawings of the Project in case of changes from the building permit drawings		
30	Urban planning studies		
31	Issuance of building energy efficiency certificate		
32	Application for land division, building or road construction permits		
33	Obtaining LEED / BREEAM green building certification		
34	Preparation of a waste management plan from construction and demolition during the design stage of the project.		
35	Inspection of the implementation of the waste management plan for construction and demolition and certification of its proper management during the stage of execution/completion of the project.		
36	Submission of an application for "preliminary opinions" to the competent authority		
37	Submission of an application for converting the land into plot		
	Other tasks - (to be defined)		