



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
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ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
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ΣΥΜΒΑΣΕΙΣ

Περί Συμβάσεως μεταξύ της 'Ελληνικής Κυβερνήσεως και των 'Εταιρειών Airways Engineering Corporation και Burns and Roe Inc δια την εκπόνησιν τεχνικοοικονομικής μελέτης ανάπτυξεως του 'Αερολιμένος 'Αθηνών

ΣΥΜΒΑΣΙΣ

'Εν 'Αθήναις σήμερον την 20ήν Αύγουστου του έτους 1969, μεταξύ των συμβαλλομένων άφ' ενός της 'Ελληνικής Κυβερνήσεως, έφεξής καλουμένης «'Ελληνικόν Δημόσιον» και εκπροσωπούμενης υπό του 'Υπουργού 'Αναπληρωτού Συντονισμού και άφ' ετέρου των, εις τόν αριθμόν 1250 της Connecticut Avenue, N.W. Washington B.C. 20036 έδρευούσης 'Εταιρείας Airways Engineering Corporation και της εις Gradell της New Jersey έδρευούσης 'Εταιρείας Burns and Roe Inc., έφεξής καλουμένων οι 'Ανάδοχοι και εκπροσωπούμενων δυνάμει των από 6ης Αύγουστου 1969 πληρεξουσίων της Airways Engineering Corporation και της Burns and Roe Inc, συνημένων τη παρούση συμβάσει υπό του Rufus C. Phillips III συνεφωνήθησαν και έγινοντο άποδεκτά τά ακόλουθα:

Άρθρον 1.

'Ανάθεσις εκπονήσεως - Αντικείμενον Τεχνικο - οικονομικής Μελέτης

Α. Τό 'Ελληνικόν Δημόσιον αναθέτει εις τους 'Αναδόχους και ούτοι αποδέχονται δια της παρούσης ανεπιφυλάκτως την εκπόνησιν πλήρους και άρτίας τεχνικο - οικονομικής μελέτης ανάπτυξεως 'Αερολιμένος 'Αθηνών και την έπιλογήν της καταλληλοτέρας θέσεως προς τόν σκοπόν τουτον, συμφώνως προς τους όρους της παρούσης Συμβάσεως και τά Παραρτήματα Α' και Β', ως επίσης τό Προσάρτημα Α' και την από 3 Φεβρουαρίου 1969 υπό στοιχεία EM 274/GB 44/3-2-69 έπιστολήν του 'Υπουργού 'Αναπληρωτού Συντονισμού, τά όποια αποτελούν αναπόσπαστον τμήμα της παρούσης Συμβάσεως και τας άρχάς της καλής πίστεως και την ακολουθουμένην διεθνή πρακτικήν.

Αί 'Εταιρείαι Airways Engineering Corporation και Burns and Roe Inc., εϋθύνονται αλληλεγγύως και εις όλόκληρον δια την συμμόρφωσιν προς τους όρους της παρούσης Συμβάσεως.

Β. 1. Τό Παράρτημα Α' υπό τόν γενικόν τίτλον «Τεχνικο - οικονομική μελέτη ανάπτυξεως 'Αερολιμένος 'Αθηνών» περιλαμβάνει τά εξής 4 μέρη:

Α. Γενικόν πλαίσιον διεξαγωγής της μελέτης, Β) Προδιαγραφαί, Γ) Παράρτημα Ι: Γενικά περί 'Αερολιμένος 'Αθηνών και Δ. Παράρτημα ΙΙ: 'Επεξηγηματικά παρατηρήσεις επί των Προδιαγραφών.

2. Τό Παράρτημα Β' περιλαμβάνει την Τεχνικήν Προδιαγραφήν έπιλογής θέσεως και μελέτης αξιολογήσεως διεθνούς 'Αερολιμένος 'Αθηνών.

3. Τό Παράρτημα Α' αναφέρεται εις την προσφοράν των 'Αναδόχων και περιλαμβάνει τά εξής 7 μέρη:

ι. Τεύχος «Qualifications» Airways Engineering Corporation.

ιι. Τεύχος «Technico - Economic Development study Athens Airport» (Proposal).

ιιι. Τεύχος «Engineering Services» Burns and Roe, Inc.,

ιιι. 'Επιστολήν των 'Αναδόχων (11-10-68) προς την 'Επιτροπήν 'Αναπτύξεως 'Αεροπορικών Μεταφορών της Χώρας.

υ. 'Επιστολήν - οικονομικών προσφοράν (11-10-68) των 'Αναδόχων προς την ιδίαν 'Επιτροπήν.

ιι. 'Επιστολήν των 'Αναδόχων (3-3-69) προς την ιδίαν 'Επιτροπήν και

ιιι. 'Επιστολήν - οικονομικήν προσφοράν των 'Αναδόχων (3-3-69) προς την ιδίαν 'Επιτροπήν.

4. 'Η από 3 Φεβρουαρίου 1969 έπιστολή του 'Υπουργού 'Αναπληρωτού Συντονισμού, διευκρινίζει περαιτέρω, άφ' ενός τό αντικείμενον της Συμβάσεως και άφ' ετέρου τας εκ ταύτης έπιβαρύνσεις των 'Αναδόχων.

Γ. Είς περίπτωσιν αντίθεσεως μεταξύ της παρούσης Συμβάσεως και των Παραρτημάτων Α' και Β' ή του Προσαρτήματος Α' επικρατεί ή Σύμβασις. Είς περίπτωσιν αντίθεσεως μεταξύ των άνωτέρω Παραρτημάτων Α' και Β' και του Προσαρτήματος Α' τά Παραρτήματα είναι επικρατέστερα.

Δ. Οί 'Ανάδοχοι είναι πλήρως και άμέσως υπεύθυνοι δια την εκπόνησιν και παράδοσιν όλολήρου της τεχνικοοικονομικής μελέτης, απαγορευομένης της εκχωρήσεως εκτελέσεως μέρους ή όλου ταύτης εις έτέρους οίκους ή πρόσωπα.

Άρθρον 2.

'Υποχρεώσεις των 'Αναδόχων

Α. Οί 'Ανάδοχοι υποχρεούνται εις την άρτίαν και πλήρη εκπόνησιν ως και την κατά τας κατωτέρω έν άρθρ. 4 όριζομένας προθεσμίας, έναρξιν, πρόοδον, αποπεράτωσιν και παράδοσιν εις τό 'Ελληνικόν Δημόσιον πλήρους τεχνικοοικονομικής μελέτης, ως αύτη περιγράφεται εις τό άρθρον 1 της παρούσης.

Β. Οί 'Ανάδοχοι υποχρεούνται όπως έντός είκοσι (20) ήμερών από της ίσχύος της παρούσης Συμβάσεως συγκροτήσουν και γνωστοποιήσουν εις τό 'Ελληνικόν Δημόσιον υπεύθυνον οργανικήν μονάδα, ή όποία θά προβή εις την εκτέλεσιν επί μέρους έργασιών εκπονήσεως της μελέτης,

περιλαμβάνουσιν δὲ τὸ εἰδικευμένον προσωπικὸν συμφώνως πρὸς τὸ Προσάρτημα Α' Ἀντικατάστασις οἰοῦντοτε ἐκ τοῦ ἀνωτέρω προσωπικοῦ ἐπιτρέπεται μόνον κατόπιν ἀμοιβαίας συμφωνίας τῶν συμβαλλομένων.

Γ. Οἱ Ἀνάδοχοι ὑποχρεοῦνται νὰ ὑποβάλλουν, περαιτέρω, εἰς τὸν Ἑλληνικὸν Δημόσιον ἐντὸς προθεσμίας εἴκοσι (20) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὀνομαστικὴν κατάστασιν τοῦ χρησιμοποιηθημένου ὑπ' αὐτῶν λοιποῦ προσωπικοῦ, ὁμοῦ μετὰ τῆς ἐκτιμωμένης χρονολογίας εἰσόδου καὶ χρονικῆς διαρκείας παραμονῆς ἐκάστου ἐξ αὐτῶν ἐν Ἑλλάδι καὶ νὰ μεριμνήσουν ἀρμοδίως διὰ τὴν ἐκπλήρωσιν τῶν σχετικῶν μετὰ τὴν ὥς ἂν εἰσοδὸν καὶ παραμονὴν διατυπώσεων καὶ τὴν ἀσφάλισιν τοῦτου.

Ἀντικατάστασις τῶν ἐν τῇ παρούσῃ παραγράφῳ προσώπων ὑπὸ ἐτέρων τῆς αὐτῆς ἐμπειρίας, ἱκανότητος καὶ τυπικῶν προσόντων ἐπιτρέπεται μέχρι ποσοστοῦ 30% τοῦ ἀριθμοῦ αὐτῶν καὶ κατόπιν πάντοτε συμφώνου γνώμης τοῦ Ἑλληνικοῦ Δημοσίου, ἐφ' ὅσον, ἡ ἀντικατάστασις αὕτη δὲν ἀποβαίνει εἰς βάρος τῆς ποιότητος, τῆς προόδου καὶ τῆς ἐμπροθέσου περαιώσεως τῆς Μελέτης.

Δ. Οἱ ἀνάδοχοι ὑποχρεοῦνται ὅπως ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης ὁρίσουν τὸν ἐν Ἑλλάδι ἐκπρόσωπον τῶν ἐξουσιοδοτημένων ὅπως ἐνεργῇ ἐπ' ὀνόματι τῶν ἐν τῷ πλαισίῳ τῆς Συμβάσεως.

Ε. Οἱ Ἀνάδοχοι ὑποχρεοῦνται νὰ μεριμνήσουν διὰ τὸν ἐξοπλισμὸν, τὴν τεχνικὴν ἐξυπηρέτησιν καὶ ἐφοδιασμὸν ἐν Ἑλλάδι τῶν Γραφείων τῶν, ὡς καὶ τὴν ἐπ' ἀνδρῶν τῶν Γραφείων διὰ προσωπικοῦ Γραμματείας, ἀναλόγως τῶν ἀναγκῶν καὶ ἄνευ οἰασθήποτε ἐπιβαρύνσεως τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 3.

Ὑποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου

Α. Τὸ Ἑλληνικὸν Δημόσιον διὰ τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑποβολῆς σχετικῆς αἰτήσεως ὑπὸ τῶν Ἀναδόχων θέλει παρέχει πρὸς αὐτοὺς ἐπὶ ἀποδείξεις καὶ ἄνευ ἐπιβαρύνσεως τῶν, τὰ διαθέσιμα στοιχεῖα, πληροφορίας, χάρτας καὶ σχέδια, τὰ ἀφορῶντα εἰς τὸν νῦν Ἀερολιμένα Ἀθηνῶν καὶ ἐναλλακτικὰς θέσεις τοῦτου, τὰς σχετικὰς πληροφορίας καὶ μελέτας ἐπὶ θεμάτων οἰκονομικῶν καὶ μεταφορῶν ὡς ἐπίσης θέλει παράσχει πᾶσαν ἐτέραν δυνατὴν συνδρομὴν, τὴν ὅποیان ἤθελον ἡτιολογημένως ζητήσει οἱ Ἀνάδοχοι, διὰ τὴν ἀντιμετώπισιν τῶν ἐκ τῆς παρούσης Συμβάσεως ἀπορροουσῶν ὑποχρεώσεων ἀμφοτέρων τῶν συμβαλλομένων.

Β. Οἱ ἀνάδοχοι δικαιοῦνται νὰ βασίζωνται ἐπὶ τῶν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου παρεχομένων αὐτοῖς πληροφοριῶν καὶ στοιχείων μετὰ προηγουμένην ὁμῶς παρὰ τῶν ἰδίων τῶν Ἀναδόχων διαπίστῶσιν τῆς ἀκριβείας τῶν.

Ἄρθρον 4.

Ἐκπόνησις - Προθεσμία - Ἐλεγχος καὶ Παραλαβὴ Μελέτης

Α. Οἱ Ἀνάδοχοι ὑποχρεοῦνται ὅπως ἐντὸς διμήνου τὸ βραδύτερον ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὑποβάλλουν πρὸς ἐγκρίσιν εἰς τὸν Ὑπουργὸν Συγκοινωνιῶν (Ἱπηρεσίαν Πολιτικῆς Ἀεροπορίας) χρονοδιάγραμμα, περιέχον ἐπίσης τὰς ἀπαραίτητους ἐρευνητικὰς καὶ λοιπὰς ἐργασίας, αἵτινες ἀπαιτοῦνται διὰ τὴν ἐκπόνησιν τῆς Μελέτης.

Β. Οἱ Ἀνάδοχοι ὑποχρεοῦνται ὡσαύτως ὅπως ἐντὸς τεσσάρων (4) μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ὑποβάλλουν εἰς τὴν αὐτὴν Ἱπηρεσίαν τοῦ Ἑλληνικοῦ Δημοσίου Προκαταρκτικὴν Ἐκθεσιν περιέχουσαν, τὴν περιγραφὴν τοῦ μέχρι τότε ἐκτελεσθησομένου ἔργου, τὰς γενομένας παραδοχὰς ὡς καὶ ἐνδεχόμενα συμπεράσματα, εἰς ἅτινα θὰ ἔχουν πιθανῶς καταλήξει, πρὸς ἔλεγχον παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ διατύπωσιν τῶν παρατηρήσεων του κατὰ τὸ ἄρθρον 5 τῆς παρούσης.

Γ. Οἱ Ἀνάδοχοι ὑποχρεοῦνται ὡσαύτως νὰ ὑποβάλλουν εἰς τὴν ὡς ἂν Δημοσίαν Ἱπηρεσίαν διμηνιαίας ἐκθέσεις ἐπὶ τῆς σημειουμένης προόδου τῆς μελέτης, τῆς πρώτης ἐκθέσεως ὑποβληθησομένης μετὰ διμήνον ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Αἱ ἐκθέσεις προόδου ἐργασίας θὰ συνοδεύωνται ἐπίσης καὶ ὑπὸ εἰδικῶν στοιχείων, ἐφ' ὅσον τοῦτο καθίσταται δυνατὸν εἰς τοὺς Ἀναδόχους, τὰ ὅποια ἤθελον τυχόν ζητηθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου 20 τοῦλάχιστον ἡμέρας πρὸ τῆς ὑποβολῆς ἐκάστης ἐκθέσεως.

Δ. Οἱ Ἀνάδοχοι ὑποχρεοῦνται, τέλος, νὰ ὑποβάλλουν εἰς τὴν ἰδίαν ὡς ἂν Ἱπηρεσίαν τὸ ὁριστικὸν σχέδιον τῆς τελικῆς τῶν Μελέτης ἐντὸς δέκα (10) μηνῶν, ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Ἡ παρουσίασις τῆς Μελέτης εἰς ὅλα τὰ στάδια αὐτῆς θὰ γίνεται εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν.

Ε. Τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται ὅπως δι' ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ καὶ Συγκοινωνιῶν καὶ ἐντὸς προθεσμίας τεσσαράκοντα (40) ἡμερῶν ἀπὸ τῆς ὑποβολῆς αὐτῷ τοῦ ὁριστικοῦ σχεδίου τῆς τελικῆς Μελέτης γνωρίσῃ ἐγγράφως εἰς τοὺς Ἀναδόχους ἐπὶ τῆς ἀποδοχῆς ταύτης. Ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς γνωστοποιήσεως εἰς αὐτοὺς τῆς ὡς ἂν ἀποδοχῆς οἱ Ἀνάδοχοι ὑποχρεοῦνται ὅπως προέλθουν εἰς τὴν ἐκτύπωσιν τοῦ ὡς ἂν ὁριστικοῦ σχεδίου τῆς τελικῆς Μελέτης καὶ τὴν παράδοσιν ταύτης εἰς ἑκατὸν πενήκοντα (150) ἀντίτυπα, ἐξ ὧν τὰ ἑκατὸν (100) συντεταγμένα εἰς τὴν Ἑλληνικὴν γλῶσσαν καὶ τὰ πενήκοντα (50) εἰς τὴν Ἀγγλικήν. Ἐν ἡ περιπτώσει ὑφίστανται ἀπὸ τῆς πλευρᾶς τοῦ Ἑλληνικοῦ Δημοσίου παρατηρήσεις ἢ ὑποδείξεις ἐπὶ τοῦ ὑποβληθέντος ὁριστικοῦ σχεδίου τῆς τελικῆς Μελέτης, οἱ Ἀνάδοχοι ὑποχρεοῦνται μετὰ διατύπωσιν τῆς ὑπευθύνου ἀπόψεως τῶν ἐπ' αὐτῶν νὰ προέλθουν, ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως αὐτοῖς τοῦ σχετικοῦ ἐγγράφου, εἰς τὰς ἐπιβαλλομένας κατὰ τὴν κρίσιν τῶν προσαρμογὰς καὶ συμπληρώσεις τῆς Μελέτης καὶ τὴν ἐν συνεχείᾳ κατὰ τὰ ἀνωτέρω ἐκτύπωσιν καὶ παράδοσιν ταύτης εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἡ ὁριστικὴ παραλαβὴ τῆς Μελέτης γενήσεται διὰ πρωτοκόλλου ὑπογραφομένου ὑπὸ Ἐπιτροπῆς ὁρισθησομένης διὰ κοινῆς ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ καὶ Συγκοινωνιῶν.

Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν ἤθελε γνωρίσει εἰς τοὺς Ἀναδόχους τὴν ἀποδοχὴν ἢ τὰς παρατηρήσεις του ἐπὶ τῆς ὑποβληθείσης τελικῆς Μελέτης ἐντὸς τῆς ἀνωτέρω προθεσμίας τῶν τεσσαράκοντα (40) ἡμερῶν, ἡ Μελέτη θεωρεῖται ὡς καλῶς ἔχουσα ὡς πρὸς τὸ περιεχόμενον αὐτῆς, τῆς ὁριστικῆς παραλαβῆς γενησομένης μετὰ τὴν παράδοσιν τῶν ἀντιτύπων καὶ λοιπῶν στοιχείων κατὰ τὰ ἐν τῷ παρόντι ἄρθρῳ ὀριζόμενα.

Τὴν Μελέτην θὰ συνοδεύουν τὰ τυχόντα ἐπεξεργασίας κατὰ τὴν ἐκπόνησιν ταύτης πρωτότυπα στοιχεῖα ὡς καὶ τὰ ἐπ' αὐτῶν πορίσματα, ἀνεξαρτήτως ἐὰν ἅπαντα ταῦτα ἐλήφθησαν ὑπ' ὅψιν κατὰ τὴν σύνταξιν τῆς τελικῆς Μελέτης. Οἱ Ἀνάδοχοι θὰ παραδώσουν ἐπίσης τὰς μεμβράνας, λιθογραφικὰς πλάκας, ὄργανα χαράξεως μεμβρανῶν κλπ. τῆς Μελέτης, ὥστε νὰ εἶναι εὐκόλως δυνατὴ ἡ ἐκτύπωσις περισσώτερων ἀντιτύπων παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 5.

Ἐποπτεία ἐκπονήσεως Μελέτης

Α. Τὸ Ἑλληνικὸν Δημόσιον διὰ τοῦ Ὑπουργοῦ Συγκοινωνιῶν, θέλει ἐποπτεῦει, τὴν ὑπὸ τῶν Ἀναδόχων ἐκπόνησιν καὶ κατάρτισιν τῆς Μελέτης. Ὁ Ὑπουργὸς Συγκοινωνιῶν θέλει ἐνεργεῖ διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἐπὶ παντός θέματος ἀφορῶντος εἰς τὴν παρούσαν Συμφωνίαν καὶ σχετιζομένου πρὸς ἀποφάσεις, ἐντολὰς καὶ ἐγκρίσεις τοῦ Ἑλληνικοῦ Δημοσίου ἀπευθυνομένας πρὸς τοὺς Ἀναδόχους καὶ πρὸς τὴν ἐκτέλεσιν τῆς δυνάμει τῆς παρούσης Συμβάσεως ἀναθεθείσης αὐτοῖς ἐργασίας.

Β. Ὁ Ὑπουργὸς Συγκοινωνιῶν θὰ ἐξετάζῃ τὰς ὑπὸ τῶν Ἀναδόχων ὑποβαλλομένας ἐκθέσεις κατὰ τὸ ἄρθρον 4 παραγρ. Γ. τῆς παρούσης Συμβάσεως καὶ θὰ ἀποφασίζῃ ἐγκρίτως καὶ ἐν πάσῃ περιπτώσει οὐχὶ πέραν τῶν δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς περιελεύσεως αὐτῶν τούτων, πρὸς τὸν σκοπὸν ὅπως ἀποφεύγωνται ἀδικαιολόγητοι καθυστερήσεις εἰς τὴν πρόοδον τῶν ἐργασιῶν τῶν Ἀναδόχων.

“Όσον αφορά εἰς τὴν Προκαταρκτικὴν Ἐκθεσιν περὶ ἧς τὸ ἄρθρον 4 παραγρ. Β τῆς παρούσης Συμβάσεως, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιήσῃ ἐγγράφως εἰς τοὺς Ἀναδόχους τὴν ἀποδοχὴν ταύτης μετὰ τυχόν παρατηρήσεων καὶ ὑποδείξεων, ἐντὸς προθεσμίας τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑποβολῆς τῆς. Εἰς περίπτωσιν καθ’ ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν ἤθελεν γνωρίσει εἰς τοὺς Ἀναδόχους τὴν ἀποδοχὴν ἢ σχετικὰς παρατηρήσεις ἐπὶ τῆς ὑποβληθείσης Προκαταρκτικῆς Ἐκθέσεως ἐντὸς τῆς προθεσμίας τῶν 30 ἡμερῶν, κατὰ τὰ ἀνωτέρω, ἡ Προκαταρκτικὴ Ἐκθεσις θεωρεῖται ὡς καλῶς ἔχουσα.

Ἄρθρον 6.

Ἀμοιβαὶ - Τρόπος πληρωμῆς - Ἐκπτώσεις Ἀναδόχων

Α. Ἡ ἀμοιβὴ τῶν Ἀναδόχων ὀρίζεται εἰς διακοσίας πενήκοντα τέσσαρας χιλιάδας τετρακόσια πενήκοντα δολλάρια ΗΠΑ (254.450).

Τὸ Ἑλληνικὸν Δημόσιον θὰ προβῇ εἰς τὸ ἀνοίγμα ἀνεκκλήτου πιστώσεως εἰς τὴν First National City Bank ἐπ’ ὀνόματι τῶν Ἀναδόχων, διὰ τὸ ἀνωτέρω ποσὸν δολλαρίων ΗΠΑ 254.450 ἐντὸς (30) τριάκοντα ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως. Ἡ ἀμοιβὴ τῶν Ἀναδόχων καταβληθήσεται ὡς ἀκολούθως:

α) Εἴκοσι τοῖς ἑκατὸν (20%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 50890 ἅμα τῷ ἀνοίγματι τῆς ἀνεκκλήτου πιστώσεως, ἐναντι ἰσοπόσου ἐγγυητικῆς ἐπιστολῆς ἀνεγνωρισμένης Τραπεζῆς τοῦ ἐξωτερικοῦ, ἥτις θέλει ἐπιστραφῇ μετὰ τὴν ὁριστικὴν παραλαβὴν τῆς τελικῆς Μελέτης,

β) Εἴκοσι τοῖς ἑκατὸν (20%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 50.890 μετὰ παρέλευσιν τεσσάρων (4) μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ τῇ ὑποβολῇ τῆς Προκαταρκτικῆς Ἐκθέσεως.

γ) Εἴκοσι τοῖς ἑκατὸν (20%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 50.890 μετὰ παρέλευσιν ἑξ (6) μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ τῇ ὑποβολῇ τῆς πρώτης μετὰ τὴν Προκαταρκτικὴν Ἐκθεσιν διμηνιαίας Ἐκθέσεως Προόδου.

δ) Εἴκοσι ἐπὶ τοῖς ἑκατὸν (20%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 50.890 μετὰ παρέλευσιν ὀκτώ (8) μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ τῇ ὑποβολῇ τῆς δευτέρας μετὰ τὴν Προκαταρκτικὴν Ἐκθεσιν διμηνιαίας Ἐκθέσεως Προόδου.

ε) Δέκα τοῖς ἑκατὸν (10%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 25.445 μετὰ τὴν ὑποβολὴν τοῦ ὁριστικοῦ σχεδίου τῆς τελικῆς Μελέτης.

στ) Δέκα τοῖς ἑκατὸν (10%) τῆς ὀλικῆς ἀμοιβῆς ἦτοι δολλάρια ΗΠΑ 25.445 μετὰ τὴν ὁριστικὴν παραλαβὴν τῆς τελικῆς Μελέτης.

Β. Οἱ Ἀνάδοχοι κατὰ τὴν ὑπογραφήν τῆς παρούσης Συμβάσεως δεόν ὅπως προσκομίσουν καὶ παραδώσουν εἰς τὸ Ἑλληνικὸν Δημόσιον, σύμφωνα πρὸς τὸ ἐγγχειρισθὲν εἰς αὐτοὺς ὑπόδειγμα ἐγγυητικῆς ἐπιστολῆς ἀνεγνωρισμένης Τραπεζῆς τοῦ ἐξωτερικοῦ περὶ τῆς καλῆς ἐκτελέσεως τῆς Συμβάσεως ἴσιν πρὸς 5% τῆς συνολικῆς ἀμοιβῆς τῆς Μελέτης, ἥτις θὰ ἐπιστραφῇ μετὰ τὴν ὁριστικὴν παραλαβὴν τῆς τελικῆς Μελέτης.

Γ. Εἰς περίπτωσιν μὴ ἐμπροθέσμου ὑποβολῆς τῆς τελικῆς Μελέτης κατὰ τὰ ἐν ἄρθρῳ 4 τῆς παρούσης ὀριζόμενα, οἱ Ἀνάδοχοι ὑπόκεινται εἰς τὴν καταβολὴν ποινικῆς ρήτρας ἴσης πρὸς τρία ἐπὶ τοῖς ἑκατὸν (3%) τῆς συμβατικῆς ἀμοιβῆς τῆς Μελέτης δι’ ἐκάστην ἐβδομάδα ὑπερβάσεως καὶ μέχρι (5) πέντε ἐβδομάδων. Παρερχομένης τῆς προθεσμίας ταύτης, οἱ Ἀνάδοχοι δύνανται νὰ κηρυχθοῦν ἔκπτωτοι ὅποτε ἡ ἐγγυητικὴ ἐπιστολὴ καλῆς ἐκτελέσεως θέλει καταπέσει ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 7.

Ἀπαλλαγαὶ ἐκ φόρων, τελῶν χαρτοσήμου καὶ δασμῶν
Οἱ ἀνάδοχοι ἀπαλλάσσονται τῆς καταβολῆς δασμῶν ἐπὶ τοῦ εἰσχομένου ὑπ’ αὐτῶν ἐξοπλισμοῦ τοῦ ἀπαραιτήτου διὰ τὴν ἐκπόνησιν τῆς μελέτης, ἐφ’ ὅσον τὸ μὴ ἀναλώσιμον μέρος αὐτοῦ ἐπανέξαχθῇ.

Φόροι καὶ τέλη χαρτοσήμου διὰ τῶν ὁποίων ἤθελον ἐνδεχομένως ἐπιβαρυνθῇ οἱ Ἀνάδοχοι κατὰ τὴν ἐκτέλεσιν τῆς παρούσης Συμβάσεως, θέλουσι καταβληθῇ ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς αὐτοὺς, ἐπὶ τῇ προσκομίσει πλήρων παραστατικῶν στοιχείων πληρωμῆς.

Ἄρθρον 8.

Κυριότης Μελέτης

Ἡ τελικὴ Μελέτη ὡς καὶ ἡ Προκαταρκτικὴ Ἐκθεσις μετὰ τῶν ἐνδιαμέσων ἐκθέσεων θὰ ἀνήκουν εἰς τὴν κυριότητα τοῦ Ἑλληνικοῦ Δημοσίου, εἶναι δὲ ἐμπιστευτικῆς φύσεως καὶ ἀπαγορεύεται εἰς τοὺς Ἀναδόχους ὅπως ἀποκαλύψουν εἰς τρίτους ἢ δημοσιεύσουν ἐν ὧν ἢ τμηματικῶς τὸ περιεχόμενον τούτων, ἀνευ ἐγγράφου ἀδείας τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 9.

Ἀνωτέρα βία

Εἰς περίπτωσιν ἀνωτέρας βίας, ἥτις ἤθελεν ἐμποδίσῃ ἐν ὧν ἢ ἐν μέρει τοὺς Ἀναδόχους εἰς τὴν ἐκτέλεσιν τῆς ἀνατιθεμένης αὐτοῖς ἐργασίας, οἱ Ἀνάδοχοι δικαιοῦνται νὰ εἰσπράξουν τὰς εἰς ἃς θὰ ἔχουν προβῇ κατὰ τὸν χρόνον τῆς ἐξ ἀνωτέρας βίας διακοπῆς τῶν ἐργασιῶν των πραγματικὰς δαπάνας, περιλαμβανομένης ἐνδεχομένης ἀποζημιώσεως προσωπικοῦ, διὰ τὸν χρόνον καθ’ ὃν παρέμεινε τούτο ἐν ἀδρανεῖα ἐξ αἰτίας τῆς ἀνωτέρας βίας, ὑπὸ τὴν προϋπόθεσιν ὅτι αἱ δαπάναι αἱ ἀφορώσαι εἰς ἀποζημιώσιν τοῦ προσωπικοῦ τῶν Ἀναδόχων δὲν θὰ δύνανται νὰ ὑπερβοῦν τὰ ἐπὶ μέρους κονδύλια τῆς ἀναλύσεως τοῦ Προσαρτήματος Α’.

Ἐν τῇ περιπτώσει καθ’ ἣν ἡ ἀνωτέρα βία ἤθελε καθ’ ὅλοκληρίαν ἐμποδίσῃ τοὺς Ἀναδόχους εἰς τὴν ἐκτέλεσιν τοῦ Συμβατικοῦ ἔργου διὰ περίοδον ὑπερβαίνουσαν τὰς τριάκοντα (30) ἡμέρας, ἐπεδόθη δὲ ἐγκαίρως καὶ ἐγγράφως γνωστοποιήσῃς τῆς συνδρομῆς ἀνωτέρας βίας ἐκ μέρους τῶν Ἀναδόχων πρὸς τὸ Ἑλληνικὸν Δημόσιον, τὸ Ἑλληνικὸν Δημόσιον θέλει ἐξετάσει κατὰ κρίσιν ἀγαθοῦ ἀνδρὸς τὴν καταβολὴν εἰς τοὺς Ἀναδόχους προκληθησομένων προσθέτων πραγματικῶν δαπανῶν ἐκ μέρους αὐτῶν, ὑπὸ τὴν προϋπόθεσιν ὅτι οἱ Ἀνάδοχοι θέλουν ἐντὸς προθεσμίας τριάκοντα (30) ἡμερῶν μετὰ τὴν ἔκλειψιν τοῦ λόγου ἀνωτέρας βίας ὡς καὶ τὴν ἐπ’ ἀνέναρξιν τῶν ἐργασιῶν ἐκπονήσεως τῆς Μελέτης, ὑποβάλλουν τὴν ἀπαίτησιν των ἐγγράφως ἢ ὅπωςδήποτε γνωστοποιήσουν πρὸς τὸ Ἑλληνικὸν Δημόσιον τὴν πρόθεσιν των ὅπως ἀπαιτήσουν τὰς προσθέτους ταύτας δαπάνας.

Εἰς περίπτωσιν κατὰ τὴν ὁποίαν οἱ Ἀνάδοχοι ἤθελον παραλείψει νὰ ὑποβάλουν τοιαύτην ἀπαίτησιν ἢ νὰ ἐπιδώσουν τὴν ἀπαιτουμένην κατὰ τὰ ἀνω γνωστοποιήσιν ἐντὸς τῶν καθοριζομένων χρονικῶν ὁρίων, ἡ τοιαύτη παράλειψις θέλει θεωρηθῇ ὡς παραίτησις ἐκ τῶν δικαιωμάτων των διὰ πᾶσαν πρόσθετον καταβολὴν ἀπορρέουσιν ἐξ ἀνωτέρας βίας. Διαφωνία τῶν συμβαλλομένων ἐπὶ ἀντικειμένων τοῦ παρόντος ἄρθρου θὰ ἐπιλύεται διὰ τῆς κατὰ τὸ ἄρθρον 11 διαιτησίας.

Ἄρθρον 10.

Διοικητικὴ ἐπίλυσις διαφωνιῶν

Πᾶσα διαφωνία μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῶν Ἀναδόχων, ἀναφερομένη εἰς τὴν ἐρμηνείαν καὶ τὴν ἐκτέλεσιν τῶν ὅρων τῆς παρούσης Συμβάσεως ἢ ἐνδεχόμενα κενὰ ταύτης, θὰ λύεται κατ’ ἀρχὴν διὰ κοινῆς Ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ καὶ Συγκοινωνιῶν.

Ἄρθρον 11.

Διαιτησία

Ὑπὸ τὴν ἐπιφύλαξιν τῶν ὁρισμῶν τοῦ προηγουμένου ἄρθρου 10, πᾶσα διαφορά, διένεξις ἢ διαφωνία ἀναφυομένη μεταξὺ τῶν συμβαλλομένων ἐξ ἀφορμῆς τῆς ὑπογραφησομένης συμβάσεως καὶ ἀφορῶσα εἰς τὴν ἐκτέλεσιν ἢ ἐρμηνείαν τῶν ὅρων αὐτῆς καὶ τὴν ἔκτασιν τῶν ἐκ ταύτης δικαιωμάτων καὶ ὑποχρεώσεων τῶν συμβαλλομένων λύεται ἀποκλειστικῶς διὰ διαιτησίας ἐκ τριῶν διαιτητῶν κατὰ τὴν ἀκόλουθον διαδικασίαν:

‘Ο αϊτών την διαιτησίαν δι’ ἐγγράφου ἀπευθυνομένου καὶ κοινοποιημένου πρὸς τὸν ἕτερον τῶν συμβαλλομένων καθορίζει ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφορᾶς, διενέξεως ἢ διαφωνίας καὶ διορίζει τὸν διαιτητὴν αὐτοῦ, προσκαλῶν καὶ τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ, εἰς τὸν διορισμὸν τοῦ διαιτητοῦ αὐτοῦ.

‘Ο πρὸς δὴ ἡ κοινοποίησις ἀντισυμβαλλόμενος ὑποχρεοῦται ὅπως, ἐντὸς προθεσμίας (10) δέκα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως δι’ ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν αἰτοῦντα τὴν διαιτησίαν διορίσῃ τὸν διαιτητὴν αὐτοῦ. Ἐάν ὁ πρὸς δὴ ἡ κοινοποίησις ἀντισυμβαλλόμενος παραλείψῃ νὰ διορίσῃ τὸν διαιτητὴν αὐτοῦ ἐντὸς τῆς ἀνωτέρω προθεσμίας, τὸν δεύτερον διαιτητὴν διορίζει ὁ Πρόεδρος τῶν ἐν Ἀθήναις Ἐφετῶν τῇ αἰτήσῃ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ὅπως ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητὴν ὅστις θὰ εἶναι ὁ πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Οἱ τρεῖς διαιτηταὶ δὲν θὰ ἔχουν συμφέρον εἰς τὸ ὑπὸ κρίσιν θέμα καὶ κατ’ οὐδένα τρόπον οικονομικὸν τι συμφέρον εἰς τὴν παροῦσαν σύμβασιν.

Μὴ συμφωνούντων τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ, ἡ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας ὡς Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου ὀρίζεται ὁ Πρόεδρος τοῦ Ἀρείου Πάγου καὶ τούτου ἀπόντος ἢ κωλυομένου ὁ νόμιμος αὐτοῦ ἀναπληρωτής. Οἱ διαιτηταὶ ὀφείλουσι ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς συγκροτήσεως τοῦ Διαιτητικοῦ Δικαστηρίου ἐκδώσωσι τὴν ἀπόφασιν των.

Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τῶν συμβαλλομένων ἐπὶ ἐν εἰσέτι διμηνον.

Οἱ διαιτηταὶ δὲν δεσμεύονται ὑπὸ κανόνων διαδικασίας κατὰ τὴν ἐκτέλεσιν τῆς διαιτησίας. Οὗτοι ἔχουσι τὸ δικαίωμα ἀκροάσεως μαρτύρων, διενεργίας ἐπιθεωρήσεων, ἐντολῆς διὰ τὴν ἐκτέλεσιν πραγματογνωμοσύνης, δικαιούμενοι ἐπίσης, ὅπως λαμβάνουν ὑπ’ ὄψιν των οἰανδήποτε ἀπόδειξιν.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν, ὅπως ἐξακολουθήσωσι τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸν χρονικὸν διάστημα ἀπὸ τῆς ἡμερομηνίας ἐκδηλώσεως τοῦ κωλύματος, τῆς ἡμερομηνίας ταύτης βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀρνήσις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστικὴ, τελεσίδικος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν ταχτικὸν ἢ ἑκτακτον ἐκδικον μέσον. Κατ’ αὐτῆς δὲν χωρεῖ ἀκυρωτικὴ τῆς διαδικασίας ἀγωγή οὐδ’ ἀνακοπὴ κατὰ τοῦ ἐντάλματος ἐκτέλεσεως.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ ἀποζημίωσις τῶν διαιτητῶν καθοριζόμενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως, βαρύνουσι τὸν ἡττώμενον ἐν τῇ διαδικασίᾳ διάδικον.

Ἄρθρον 12.

Καταγγελία Συμβάσεως

Α. Ἡ παρούσα Σύμβασις δύναται νὰ καταγγελθῇ ὅποτε-δήποτε διὰ κοινῆς ἀποφάσεως τῶν Ἱπουργῶν Συντονισμοῦ καὶ Συγκοινωνιῶν.

Β. Εἰς τὴν περίπτωσιν ταύτην οἱ Ἀνάδοχοι δικαιοῦνται νὰ λάβουν ὡς ἀμοιβὴν τὴν ἀξίαν τῶν μέχρι τοῦ χρόνου τῆς καταγγελίας παρασχεθεῖσων παρ’ αὐτῶν ὑπηρεσιῶν, ἠϋζημένων κατὰ ποσοστὸν 10%. Ἐν ἀδυναμίᾳ ἐπιτεύξεως συμφωνίας τῶν συμβαλλομένων περὶ τούτου, ἡ διαφωνία θὰ ἐπιλύεται ὑπὸ τῆς, κατὰ τὸ προηγούμενον ἄρθρον, διαιτησίας.

Γ. Διὰ τὴν περίπτωσιν καθ’ ἣν κατὰ τὸν χρόνον καταγγελίας τῆς Συμβάσεως, οἱ Ἀνάδοχοι ἔχουν εἰσπράξει ποσὸν

μεγαλύτερον τοῦ καθοριζομένου διὰ τῆς προηγούμενης παραγράφου, τὸ Ἑλληνικὸν Δημόσιον δικαιούται νὰ παρακρατήσῃ τὸ ποσὸν τοῦτο ἐκ τῶν εἰς χεῖρας του ἐγγυητικῶν ἐπιστολῶν.

Δ. Ἡ παρούσα Σύμβασις συνετάγη εἰς τέσσαρα (4) πρωτότυπα, δύο εἰς τὴν Ἑλληνικὴν καὶ δύο εἰς τὴν Ἀγγλικὴν γλῶσσαν. Ἐκαστος τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἓν πρωτότυπον Ἑλληνικοῦ καὶ Ἀγγλικοῦ κειμένου δεόντως ὑπογεγραμμένον παρ’ ἀμφοτέρων τῶν συμβαλλομένων.

Εἰς περιπτώσιν διαφορᾶς μεταξὺ τῶν δύο κειμένων, ἐπικρατέστερον καὶ κατισχύον θὰ εἶναι τὸ Ἑλληνικόν.

Ἡ ἰσχὺς τῆς παρούσης Συμβάσεως ἀρχεῖται ἀπὸ τῆς δημοσιεύσεώς της εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Οἱ Συμβαλλόμενοι:

Διὰ τὸ Ἑλληνικὸν Δημόσιον
ΕΜΜ. ΦΘΕΝΑΚΗΣ

Διὰ τὴν AIRWAYS ENGINEERING
CORPORATION
καὶ τὴν BURNS & ROE, INC.
RUFUS C. PHILLIPS III

CONTRACT

In Athens this 20th day of the month of August in year 1969 A. D. between the Greek Government, hereinafter referred to as «The State», duly represented by the deputy Minister of Coordination, as first contracting party hereof, and the AIRWAYS ENGLINEERING CORPORATION, domiciliated at number 1250, of Connecticut Avenue, N.W. Washington, D.C. 20036 and the BURNS AND ROE INC., domiciliated at ORADELL of NEW JERSEY, both hereinafter referred to as the «Contractors» and duly represented in vitru of power of attorney of the 6th August 1969 of the AIRWAYS ENGINEERING CORPORATION and BURNS AND ROE INC. attached to the present agreement by the RUFUS C. PHILLIPS III as second contracting parties, the following have been agreed upon and accepted mutually.

Article 1.

Assignment of Preparation — Object of Technico-Economic Study.

A) The State assigns to the Contractors who accept unreservedly through the present agreement, the preparation of a full and complete technico-economic study for the development of the Athens Airport and the selection of the most appropriate site for this purpose, in conformity to the terms of the present agreement and the Attachments A and B thereto as well as also Appendix A and the letter of the Suppleant Minister of Coordination under reference EM 274/Gb.44/dated 3d February 1969, which all constitute an integral part of the present agreement and according to the principles of good faith and the internationally accepted practice.

The companies AIRWAYS ENGINEERING CORPORATION and BURNS AND ROE INC., are solidarily and in entirety responsible for the adherence to the terms of the present agreement.

B) 1. The Attachment A, under the general title of «Technico-Economic Study for the Development of the Airport of Athens» comprehends the following four (4) parts :

a. The General Framework of the Preparation of the Study.

b. The Technical (deleted one word) Specifications.

c. Appendix I' : Generalities in regard to the Airport of Athens and,

d. Appendix II : Explanatory notes on the Specifications.

2. Appendix B comprehends the Technical Specifications of the selection of the site and the study for the evaluation of the International Athens Airport.

3. Appendix A refers to the offer of the Contractors and consists of the following seven (7) parts :

i. Volume «QUALIFICATIONS» AIRWAYS ENGINEERING CORPORATION.

ii. Volume «TECHNICO-ECONOMIC DEVELOPMENT STUDY ATHENS AIRPORT (PROPOSAL)

iii. Volume «ENGINEERING SERVICES» BURNS & ROE INC.

iv. Letter of the Contractors addressed to the Committee for the Air transportations Development of the Country, and dated 11-10-68.

v. Letter-Economic Proposal of the Contractors (11-10-68) addressed to the above Committee.

vi. Letter of the Contractors (3-3-69) to the above committee and,

vii. Letter-Economic Proposal of the Contractors (3-3-69) addressed to the same Committee.

4. The letter of the Suppleant Minister of Coordination dated 3d February 1969, which elucidates further on, firstly, the object of the agreement and, secondly, the charges ensuing thereof which are to be borne by the Contractors.

C) In the event of contradictory stipulations between the Present Agreement and the Attachments A and B or the Appendix A., the Agreement is prevalent. In the event of contradictory stipulations between the above Attachments A and B and the Appendix A, the Attachments take the prevalence.

D) The Contractors are fully and directly responsible for the Preparation and Submittance of the entire technico-economic study, the concession of the execution either in total or in part thereof, to third firms and, or persons, being foreclosed.

Article 2.

Commitments of the Contractors

A) Contractors are committed to the complete and full elaboration as well as also the commencing, within the time terms specified herebelow in article 4 of the present, and the progress, completion and delivery to the State, of a full Technico-economic study, as same is described in article 1 of the present contract.

B) The Contractors are committed to constitute and communicate to the State within twenty days (20) as from the date the present contract shall come into vigour, a responsible working team which shall undertake the execution of the constituent words of the study; such team shall include no less than the specialized personnel nominally referred to herebelow and according to Appendix A'

The substitution of any of the above mentioned member of the personnel shall be allowed only after mutual agreement of the contracting parties.

C) The contractors are held responsible to submit, further, to the State within a time term of twenty (20) days as from the date the present contract shall come into effect the nominal roll of the rest of the personnel that are to be employed by them, together with the estimated date of their entry and of the duration of their staying in Greece, being also committed to take competently the necessary measures for the fulfilment of the formalities entailed for such entry and sojourn as well as also for their insurance.

The substitution of the personnel constituting the object of the present paragraph by others of the same experience, capacities and formal qualifications is allowed up to a proportion of 30 % on the total number thereof and always after the agreeing opinion of the

State, insofar as such substitution does not result to the detriment of the quality, the progress and the completion of the Study within the time terms set.

D) The Contractors are held responsible to designate within ten (10) days as from the date the present agreement shall come into effect, their representative in Greece empowered to set in their lieu and stead within the frame of the stipulations of the present agreement.

E) The Contractors are held responsible to take the necessary care for the equipment, the technical servicing and the furnishing of their Offices in Greece as well as also the Staffing of the Offices in question with Secretarial staff, proportionately to the requirements and with no charge whatsoever to the Greek State thereof.

Article 3.

Commitments of the Greek State

A) The Greek State through the person of the Minister of Communications and within a time period of fifteen (15) days as from the submittance of the relevant petition by the Contractors, shall supply the latter under receipt and with no charge to the Contractors, the data available, information, maps and designs, concerning the actual Airport of Athens and the alternative emplacements of same as well as also the information and the studies related to economic and transportation subjects; The Greek State shall, further, offer any other possible assistance, which the Contractors shall justifiably ask for, and aiming at meeting the engagements deriving out of the contents of the present Agreement for both the contracting parties hereof.

B) The contractors are entitled to base upon the information supplied them by the Greek State as well as on the data, after though the prior verification of their accuracy by the Contractors themselves.

Article 4.

Preparation - Time Term - Control and Acceptance of the Study.

A) The Contractors are engaged to submit to the approval of the Ministry of Communications (Civil Aviation Service) and within not later than two months as from the date the present agreement shall come into effect a Time Schedule which shall contain the indispensable research and other works, necessary for the preparation of the Study.

B) The contractors are, likewise, engaged to submit to the same Service of the Greek State mentioned hereabove and within four months (4) as from the date the present agreement shall come into effect a Preliminary Report comprehending the description of the work performed until that date, the assumptions made thereof as well as also any eventual conclusion drawn, for the inspection by the Greek State and the formulation by the latter of their eventual remarks in conformity to stipulations of article 5 of the present.

C) The contractors are, further, engaged to submit every two months reports on the progress of the study, the first report being to be submitted after two months as from the date the present agreement shall come into effect.

The reports on the progress of the work shall also be accompanied by specific data, insofar as it is feasible for the Contractors, as same might be requested by the Greek Government not later than 20 days prior to the submission of such reports.

D) The Contractors are engaged, finally, to report to the same Service mentioned hereabove, the final draft of their study within ten (10) months as from the date the present agreement shall come into vigour.

The presentation of the study at all its stages, shall be made in both Greek and English languages.

E) The Greek State is engaged to notify, through a decision issued by the Ministers of Coordination and Communications and within forty (40) days as from the date the definite draft of the final study shall be submitted, in writing, the Contractors as to the acceptance of such study. Within thirty (30) days as from the communication date of such acceptance, the Contractors are engaged to proceed to the printing of the final study definite draft and deliver same in one hundred fifty (150) reprints, of which a number of one hundred (100) shall be in Greek and fifty (50) in English language.

Should there be any remarks or suggestions on the part of the Greek State on the definite draft of the final Study, the Contractors are held to proceed, after prior formulation of their responsible views on such remarks or suggestions, within fifteen days (15) as from the communication to them of the relevant document thereon, to the adjustments and completions that are necessary according to their judgment and, subsequently to the printing and submittance of same to the Greek State, as specified hereabove.

The final acceptance of the Study shall be made in virtue of an Act of Acceptance signed by a Committee to be designated by common decision of the Ministers of Coordination and Communications.

Should the Greek State not notify the Contractors their acceptance or their remarks on the final Study submitted within the above set time limit of forty (40) days, the Study is considered as accepted as to its contents, the final acceptance being to be effected after the delivery of the reprints and other data, in conformity to the stipulations set out in the present article.

The Study shall be accompanied by the original data having undergone elaboration and the conclusions thereon irrespective of whether all of them have been taken into consideration at the completion of the final study. The Contractors shall also deliver the stencils, lithographic plates, engraving instruments of the stencils etc. pertaining to the study, in a way such as to render easy the reprint of more prints by the Greek State.

Article 5.

Supervision of the Preparation of the Study

A) The Greek State through the Minister of Communications shall exert the supervision on the elaboration and preparation of the Study by the Contractors. The Minister of Communications shall exert for the account and on behalf of the Greek State all action on any question referring to the present agreement and related to decisions, orders and approvals of the Greek State, addressed to the Contractors hereof and to the execution of the tasks assigned them in virtue of the present agreement.

B) The Minister of Communications shall examine the reports submitted by the Contractors in conformity to art. 4 para C of the present Agreement and shall decide in time and in any case not later than within fifteen (15) days as from the date such reports shall have reached his hands, for the purpose of avoiding unjustified delays in the progress of the work of the Contractors.

As regards the Preliminary Report referred to in art. 4 para B of the present agreement, the Greek State shall communicate in writing to the Contractors the acceptance of same together with eventual remarks and comments or indications, within a time term of thirty (30) days as from the date of its submittance.

In the event that the Greek State would fail to inform the Contractors as to the acceptance or formulate eventually relevant comments or remarks on the Preliminary Report submitted within a time term of thirty (30) days, as per above set out, the Preliminary Report is held as acceptable.

Article 6.

Fees - Modality of Payment - Forfeiture of the Contractors

A) The fees perceivable by the Contractors are determined to the amount of two hundred fifty four thousand four hundred fifty (254.450) USA Dollars.

The Greek State shall proceed to the establishment of an irrevocable letter of credit by the FIRST NATIONAL CITY BANK in favour of the Contractors, in coverage of the above amount of US \$. 254.450, within a period of (30) thirty days as from the date the present contract shall come into effect. The fees of the Contractors shall be paid as follows.

a. Twenty per centum (20 %) of the total fee, equivalent to Dollars 50.890, as soon as the irrevocable letter of credit shall be established, against a letter of guaranty issued by a recognised Bank abroad for an equal amount, which shall be restituted to the Contractors after the final and definite acceptance of the final Study.

b. Twenty per centum (20 %) of the total fee, equivalent to Dollars 50.890, shall be paid after four months as from the date of the present agreement and the submittance of the Preliminary Report.

c. Twenty per centum (20 %) of the total fee, equivalent to US Dollars 50.890, after six (6) months as from the date the present contract shall come into effect and the submittance of the first bimonthly report, following the Preliminary Report.

d. Twenty per centum (20 %) of the total fee, equivalent to US Dollars 50.890, after eight months (8) as from the date the present agreement shall come into effect and with the submittance of the second bimonthly Report, following the Preliminary Report.

e. Ten per centum (10 %) of the total fee, equivalent to Dollars 25.445, after the submittance of the definite plan of the final Study.

f. Ten per centum (10 %) of the total fee, equivalent to US Dollars 25.445 after the final acceptance of the final Study.

B) The Contractors at the signature of the present Agreement must produce and deliver to the Greek State a letter of guaranty issued, in conformity [to the specimen handed them, by a recognised Banking Organisation abroad, in coverage of the good performance of the terms of the Contract, equal to the 5 % of the total fee of the Study, which shall be restituted them after the final acceptance of the final study.

C) In the event (deleted one word) of non-timely delivery of the final Study as set out in article 4 of the present, the Contractors are subjected to the payment of penal clause equal to the three per centum (3 %) of the contractual fee for each week of excess and up to the concurrence of five (5) weeks. Upon expiry of this time limit, the Contractors may be declared as forfeited, in which case the letter of guaranty submitted in coverage of the good performance shall be forfeited in favour of the Greek State.

Article 7.

Immunity of Taxes, duty stamps and Import duties

Contractors are exempted from the obligation of paying taxes and dues on the equipment imported by them as necessary for the elaboration of the study and

insofar as the non-consumable part of this equipment shall be re-exported.

Taxes and duty stamps which eventually Contractors may be charged with during the execution of the terms of the present agreement, shall be reimbursed to the latter upon presentation of full vouchers of payment data.

Article 8.

Property of Study

The final Study as well as also the Preliminary Report with the intermediate reports, shall belong to the property of the Greek State, and are of a confidential nature, whereby it is forbidden to the Contractors to divulge to third parties or publish, in whole or in part thereof, the contents of same, unless authorized in writing by the Greek State.

Article 9.

Force Majeure

In the event of concurrence of major force which would in whole or in part, impede the Contractors in the performance of the work assigned them, the latter are entitled to receive the actual disbursements they incurred during the time of the interruption of the works on account of such major force, inclusive of the eventual remuneration of the personnel and for such length of time as it would have remained idle on account of the major force, on the prerequisite that such disbursements shall concern the indemnity of the personnel of the contractors and cannot exceed the part amounts of the analysis set out in Appendix A'

In the event that the force majeure would entirely impede the Contractors from performing their contractual work for a period exceeding thirty (30) days and provided that the notification of the concurrence of the major force has been timely communicated by the Contractors to the Greek State, the latter shall examine in spirit of justice the payment to the Contractors of the additional actual expenses incurred, provided that the Contractors shall within a time limit of thirty (30) days after the disappearance of the force majeure and the resumption of the Study elaboration works, submit their claim in writing or in some way communicate otherwise to the Greek State their intention to claim payment for such additional expenses incurred.

In the event that the Contractors would fail to submit such claim or to communicate the above set out notification within the specified time limits, such omission is to be held as an abdication from the rights ensuing thereof for any additional payment, deriving from force majeure.

Any discussion on objects of the present article shall be subjected to the solution of the arbitration dealt with in article 11 below.

Article 10.

Administrative solution of discussions

All and any discussions arising between the Greek State and the Contractors and referring to the interpretation and the performance of the terms of the present agreement or of the eventual omissions of same, shall in principle be subjected to the solution through decision taken jointly by the Ministers of Coordination and Communications.

Article 11.

Arbitration

Under the reserve of the stipulations of the preceding article 10, any discussion or dispute arising between the contracting parties on account or as result of the agreement to be signed and concerning the performance or the interpretation of the terms thereof and the extent of the rights and engagements of the contracting parties, is exclusively to be solved through means of the arbitration of three arbitrators, according to the following procedure:

The party requesting the arbitration, through a document addressed and communicated to the other contracting party, specifies accurately the object of the difference, dispute or discension and appoints his arbitrator, inviting at the same time the other party to proceed to the appointment of his own arbitrator.

The party whom the communication is addressed to is held, within a time limit of ten (10) days as from the date of such communication, to appoint per written appointment addressed to and communicated to the petitioner, his arbitrator. In the event that the contracting party fails to appoint his arbitrator within the time limits set hereabove, the second arbitrator is appointed by the President of the Court of Appeals of the City of the Athens, on the petition of the party requesting the arbitration.

The arbitrators appointed are engaged, within a period of ten (10) days as from the date the appointment of the second arbitrator shall be served, to elect, on common accord, the third arbitrator who shall preside of the Arbitration Court. The three arbitrators hereabove mentioned shall have no interest in the case under judgement and shall be in no way whatsoever financially concerned in the present agreement.

In the event that the arbitrators would not reach an agreement as to the person of the third arbitrator, or in the event that the time limit set for such appointment would elapse inactive, the President of the Cassation Court is being appointed as President of the Arbitration Court and in his absence or impediment, his legal suppleant.

The arbitrators are held, within a time limit of two (2) months as from the date of the constitution of the Arbitration Court, to issue their deliberation. The above time limit may be extended in common accord of the contracting parties for one equal further period.

The arbitrators are not bound by regulations of procedure for the carrying through of the arbitration. They retain the right to examine witnesses, exert inspections, issue orders for the performance of an expertise being entitled also to take into evaluative consideration any proof offered.

In the event that any of the arbitrators would refuse or shall be impeded to carry out and continue the arbitration, he is substituted according to the procedure applied for his appointment. In this instance the time limit for the issue of a deliberation is suspended as from the date that the impediment would have been communicated, such date being ascertained and confirmed by an act signed by the arbitrators continuing their functions, and until the date of the substitution of the arbitrator impeded or refusing to continue the arbitration.

The refusal of any of the arbitrators to sign the arbitration deliberation, does not annul the arbitration.

The deliberation of the arbitrators is definite final and irrevocable, not being subjected to any judicial procedure, whether regular or extraordinary.

Such deliberation can not be offended through an annulment action of the procedure, nor a suspension of the decree of execution.

The arbitration fees and the remuneration of the arbitrators, defined by the arbitration decision, are to be borne by the adversary defeated in the procedure:

Article 12.

Denunciation of the Agreement

A. The present agreement can at any instance be denounced by a joint decision of the Ministers of Coordination and Communications.

B. In the event of the incurrance of the above incidence, the Contractors are entitled to receive as a fee the value of the prestations offered by them until the moment of the denunciation of the contract, increased by a 10 %.

Should there be no accord of the contracting parties on this point, the discussion shall be resolved in conformity to the arbitration set out in the preceding article

C. In the event that, by the time of the resiliation

of the Agreement, the Contractors have received an amount exceeding such specified in the previous paragraph, the Greek State is entitled to withhold this amount from the amount of the letters of guaranty in their hands.

D. The present agreement has been drawn in four (4) originals, of which two in Greek language and two in English language, each one of the contracting parties hereof having been handed of one original in Greek and one original in English, duly signed by both the contractual parties.

In the event of discrepancy between the two texts, the prevalent and valid is the Greek text.

The validity of the present agreement commences as from its publication in the Official Gazette.

The parties

For the Greek State

EM. FTHENAKIS

For the Airways Engineering Corporation and the

BURNS & ROE INC.

Rufus C. PHILLIPS III.