



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗ 17 ΙΟΥΛΙΟΥ 1972

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
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### ΣΥΜΒΑΣΙΣ

Μεταξύ του 'Ελληνικού Δημοσίου και της 'Εταιρείας  
N. D. LEA AND ASSOCIATES LTD.

Σύνταξις προδιαγραφών και επίβλεψις των εργασιών εκπόνη-  
σεως Προμελέτης και Σχεδίου Διατάξεως (MASTER  
PLAN) δια τὸν νέον Διεθνή 'Αερολιμένα εἰς θέσιν Σπάτα  
—Σαγγάνι 'Αττικής.

### ΣΥΜΒΑΣΙΣ

Ἡ παρούσα Σύμβασις συναμολογείται σήμερον τὴν 18ην  
Μαΐου τοῦ ἔτους 1972 μεταξύ τῆς 'Ελληνικῆς Κυβερνή-  
σεως (ἐφεξῆς ἀποκαλουμένης 'Ελληνικὸν Δημόσιον) νομίμως  
ἐκπροσωπούμενης παρὰ τοῦ Ὑπουργοῦ Ἑθνικῆς Οἰκονομίας  
ἀφ' ἑνός, καὶ τῆς N.D. LEA AND ASSOCIATES LTD  
(N. D. LEA ΚΑΙ ΣΥΝΕΡΓΑΤΑΙ LTD), 'Εταιρείας συμ-  
βούλων μηχανικῶν, ἀφ' ἑτέρου, συσταθείσης κατὰ τὴν νομο-  
θεσίαν τῆς Βρετανικῆς Κοινοβουλίας τοῦ Καναδά, με ἔδραν  
τὴν Ὀττάβαν, διεύθυνσις 130 ALBERT STREET, OT-  
TAWA, ONTARIO, CANADA, KIP 5G4 (ἐφεξῆς ἀπο-  
καλουμένης ὁ Σύμβουλος), νομίμως ἐκπροσωπούμενης παρὰ  
τοῦ R.S. WALLACE.

Ἐπειδὴ τὸ 'Ελληνικὸν Δημόσιον παρέλαβε καὶ ἀπεδέχθη  
κατ' ἀρχὴν τὴν τεχνικοοικονομικὴν μελέτην περὶ τῆς ἀνα-  
πτύξεως τοῦ 'Αερολιμένος Ἀθηνῶν τὴν ὑποβληθεῖσαν παρὰ  
τῶν ἀναλαμβάνοντων αὐτὴν ἀναδόχων «AIRWAYS ENGINE-  
ERING CORP» καὶ «BURNS AND ROE INC» καὶ ἀπε-  
φάσισε ὅπως προχωρήσῃ εἰς τὴν ἐκπόνησιν λεπτομεροῦς Προ-  
μελέτης καὶ Σχεδίου Διατάξεως (MASTER PLAN) περὶ  
τῶν ἀπαιτουμένων ἔργων διὰ τὴν ἀνάπτυξιν νέου 'Αερολιμέ-  
νος Ἀθηνῶν εἰς θέσιν Σπάτα—Σαγγάνι 'Αττικῆς, ὡς  
αὕτη σημειοῦται εἰς τὴν τεχνικοοικονομικὴν μελέτην, καὶ

Ἐπειδὴ τὸ 'Ελληνικὸν Δημόσιον φρονεῖ ὅτι ἡ ἐργασία  
αὕτη εἶναι ὄχι μόνον ἐπείγουσα καὶ σπουδαία ἀλλὰ καὶ δυσ-  
χερὴς, καὶ ὅτι δέον νὰ τύχῃ πάσης δυνατῆς προσοχῆς, ἐν  
ὅψει καὶ τῶν τεχνικῶν προόδων, αἵτινες ἐπετεύχθησαν εἰς  
τὸν τομέα τῶν ἀερομεταφορῶν καὶ ἐπιθυμεῖ ὅπως ἡ σχετικὴ  
Προμελέτη καταρτισθῇ βάσει τῶν τελευταίων τεχνικῶν με-  
θόδων, καὶ

Ἐπειδὴ τὸ 'Ελληνικὸν Δημόσιον ἐπιθυμεῖ νὰ προσλάβῃ  
Σύμβουλον ὅπως οὗτος συντάξῃ τὰς προδιαγραφὰς βάσει  
τῶν ὁποίων νὰ προκηρυχθῇ διαγωνισμὸς διὰ τὴν Προμελέ-  
την καὶ τὸ Σχέδιον Διατάξεως (MASTER PLAN), καὶ  
ὅπως οὗτος βοηθήσῃ τὸ 'Ελληνικὸν Δημόσιον εἰς τὴν ἐκ τῶν  
ὑποβαλλόντων προσφορὰς ἐπιλογὴν τοῦ Ἀναδόχου, ὅστις θὰ  
ἀναλάβῃ τὴν ἐκπόνησιν τῆς Προμελέτης καὶ τοῦ Σχεδίου  
Διατάξεως (MASTER PLAN) καὶ ὅπως ἐπίσης οὗτος  
βοηθήσῃ τὸ 'Ελληνικὸν Δημόσιον εἰς τὸν ἔλεγχον τῆς Προ-

μελέτης καὶ ὅλον τὸ διάστημα τῆς ἐκπονήσεώς της (ἐφεξῆς  
ἀποκαλουμένης τὸ 'Ἔργον), καὶ

Ἐπειδὴ ὁ Σύμβουλος ἀποδέχεται ὅπως ἐκτελέσῃ τὸ 'Ἔρ-  
γον βάσει τῆς παρούσης Συμβάσεως, καὶ ὑπὸ τοὺς κάτωδι  
ὅρους:

Συμφωνήθησαν διὰ τῆς παρούσης τὰ κάτωδι:

#### Ἄρθρον 1.

Οἱ Γενικοὶ καὶ Εἰδικοὶ Ὅροι οἱ συνημμένοι τῇ παρούσῃ  
ὡς Παραρτήματα ὑπ' ἀριθ. I, II καὶ III, ὡς καὶ τὸ ἐπί-  
σης συνημμένον Προσάρτημα «Α», θεωροῦνται καὶ ἀποτελοῦν  
ἀναπόσπαστον μέρος τῆς παρούσης Συμβάσεως συνερμηνευό-  
μενον μετ' αὐτῆς.

#### Ἄρθρον 2.

Ἐναντι τοῦ καταβληθησομένου ὑπὸ τοῦ 'Ελληνικοῦ Δημο-  
σίου εἰς τὸν Σύμβουλον ποσού, ὡς τοῦτο καθορίζεται κατωτέρω,  
ὁ Σύμβουλος συμφωνεῖ διὰ τῆς παρούσης ὅπως ἐκτελέσῃ καὶ  
ὀλοκληρώσῃ τὸ 'Ἔργον συμφώνως πρὸς τοὺς ὅρους τῆς  
Συμβάσεως καὶ ὅλην αὐτῶν τὴν ἔκτασιν.

#### Ἄρθρον 3.

Τὸ 'Ελληνικὸν Δημόσιον συμφωνεῖ ὅπως καταβάλῃ εἰς τὸν  
Σύμβουλον διὰ τὴν ἐκτέλεσιν καὶ ὀλοκληρώσιν τοῦ 'Ἔρ-  
γου τὰ εἰς τοὺς ὡς ἂν Εἰδικούς Ὅρους ἀναγραφόμενα ποσὰ  
καὶ καὶ ὅν χρόνον καὶ τρόπον ὡς ἡ παρούσα Σύμβασις ὀρίζει.

#### Ἄρθρον 4.

Ἡ παρούσα Σύμβασις ἐγένετο εἰς τέσσαρα πρωτότυπα ἐκ  
τῶν ὁποίων τὰ δύο εἰς τὴν 'Ελληνικὴν καὶ τὰ ἕτερα δύο  
εἰς τὴν ἀγγλικήν, ἐκάστου τῶν συμβαλλομένων λαβόντος ἐν  
πρωτότυπον εἰς τὴν ἑλληνικὴν καὶ ἕτερον πρωτότυπον εἰς τὴν  
ἀγγλικήν, ἀπάντων δεόντως ὑπογεγραμμένων ὑπ' ἀμφοτέ-  
ρων τῶν συμβαλλομένων. Ἐν περιπτώσει ἀσυμφωνίας μεταξύ  
τῶν δύο κειμένων θὰ ὑπερισχύῃ καὶ θὰ θεωρῆται ὡς ἔγκυ-  
ρον τὸ ἑλληνικὸν κείμενον.

Ἡ ἰσχὺς τῆς παρούσης Συμβάσεως ἄρχεται ἀπὸ τῆς δη-  
μοσιεύσεώς της εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐφ' ᾧ ὑπεγράφη ἡ παρούσα παρὰ τῶν συμβαλλομένων  
κατὰ τὴν ὡς ἀνωτέρω ἡμερομηνίαν.

Οἱ Συμβαλλόμενοι

Διὰ τὸ 'Ελληνικὸν Δημόσιον  
B. ΘΕΟΔΩΡΟΠΟΥΛΟΣ  
Πρεσβευτῆς Ἑλλάδος

Διὰ τὴν 'Εταιρείαν  
N.D. LEA AND ASSOCIATES LTD  
R. S. WALLACE  
MANAGER OTTAWA OFFICE

## ΠΑΡΑΡΤΗΜΑ Ι

## ΓΕΝΙΚΟΙ ΟΡΟΙ

## 1. Τεχνικά Ὑπηρεσίαι.

Ὁ Σύμβουλος θέλει παράσχη τεχνικὰς ὑπηρεσίας ὡς αὐτὸ εἰδικώτερον περιγράφονται εἰς τοὺς Εἰδικοὺς Ὅρους.

## 2. Προσωπικόν.

α) Ὁ Σύμβουλος θὰ χρησιμοποιήσῃ ἀποκλειστικῶς καὶ μόνον προσωπικὸν τὸ ὁποῖον λόγῳ τῆς τεχνικῆς, ἐπιστημονικῆς καὶ ἐκτελεστικῆς πείρας του καὶ μορφώσεως εἶναι εἰς θέσιν νὰ ἐκτελέσῃ ἱκανοποιητικῶς ἀπάσας τὰς ἀνατεθεινομένας εἰς αὐτὸ ἐργασίας.

Ὁ Σύμβουλος θὰ καταβάλλῃ πᾶσαν δυνατὴν προσπάθειαν ὅπως ἐπιλέξῃ καὶ ἀπασχολήσῃ πρόσωπα, ἅτινα κατὰ τὴν κρίσιν τοῦ Συμβουλίου εἶναι ὑπεύθυνα, ὑποσχόμενα νὰ ἐκπληρώσουν ἱκανοποιητικῶς τοὺς ὅρους τῶν μετὰ τοῦ Συμβούλου συμβάσεων ἐργασίας ὑφ' ἃς προσελήφθησαν, καὶ νὰ συμμορφωθῶσι πλήρως πρὸς τὴν ἰσχύουσαν νομοθεσίαν καὶ τὴν πολιτικὴν καὶ τοὺς κανονισμοὺς τοῦ Ἑλληνικοῦ Κράτους ὡς πρὸς τὴν συμπεριφορὰν καὶ τὰς πράξεις τοῦ ἐν Ἑλλάδι ἀπασχολουμένου ἀλλοδαποῦ προσωπικοῦ.

Κατὰ τὴν ἐπιλογὴν τοῦ χρησιμοποιηθησομένου διὰ τὸ περὶ οὗ πρόκειται ἔργον προσωπικοῦ ὁ Σύμβουλος θὰ λάβῃ ὑπ' ὄψιν του ὅχι μόνον τὴν ἐπιστημονικὴν κατάρτισιν, ἀλλὰ καὶ τὸν χαρακτῆρα καὶ τὴν προσωπικότητα αὐτοῦ.

β) Κατὰ τὴν ἐκτέλεσιν τῶν οἰωνδήποτε καθηκόντων ὁ Σύμβουλος θὰ εἶναι ὑπεύθυνος διὰ τὴν ἐπαγγελματικὴν συμπεριφορὰν τοῦ προσωπικοῦ του, καί, ἐξαιρουμένων τῶν πράξεων, αἵτινες ἀντιβαίνουν πρὸς τὴν Ἑλληνικὴν Νομοθεσίαν, θὰ ἔχῃ πλήρη ἀρμοδιότητα καὶ εὐδύνῃ ὅπως προβαίῃ εἰς οἰωνδήποτε ἀναγκαίαν ἐπανορθωτικὴν ἐνέργειαν.

## 3. Ἀμοιβαὶ· Ἀνταλλαγαὶ Στοιχείων.

Ἀπαντα τὰ ἀφορῶντα τὸ Ἔργον τεχνικὰ στοιχεῖα τὰ εὐρισκόμενα εἴτε παρ' ὑπηρεσίαις τοῦ Ἑλληνικοῦ Δημοσίου, εἴτε εἰς τὰ γραφεῖα τοῦ Συμβούλου θὰ τίθενται εἰς τὴν διάθεσιν τοῦ ἐτέρου τῶν συμβαλλομένων ἄνευ οἰασδήποτε ἐπιβαρύνσεως αὐτοῦ.

## 4. Ἐλεγχος παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Εἰς τὰ νομίμως ἐξουσιοδοτημένα ὄργανα τοῦ Ἑλληνικοῦ Δημοσίου θὰ εἶναι προσιτὰ ἅπαντα τὰ ἀφορῶντα τὸ Ἔργον στοιχεῖα καὶ τὰ ὄργανα ταῦτα θὰ δύνανται νὰ προβαίνουν εἰς οἰωνδήποτε ἔλεγχον τὸν ὁποῖον ἤθελον θεωρήσῃ ἀναγκαῖον. Τὸ Ἑλληνικὸν Δημόσιον, καὶ ἐφ' ὅσον τοῦτο χρειάζεται διὰ τὴν καλὴν ἐκτέλεσιν τῆς ἐργασίας, θὰ ἀποστέλλῃ δαπάναις του καὶ ἀπὸ καιροῦ εἰς καιρὸν ἀντιπροσώπους του εἰς τὰ ἐν Ὀττάβα γραφεῖα τοῦ Συμβούλου.

## 5. Πρόσθετοι Ἐργασίαι.

Εἰς τὴν περίπτωσιν ὁ Σύμβουλος ἔχει τὴν γνώμην ὅτι ἐργασία τις τὴν ὁποίαν ἔλαβεν ἐντολὴν νὰ ἐκτελέσῃ δὲν περιλαμβάνεται εἰς τὸ πλῆκτον τῆς παρούσης Συμβάσεως, ὡς τοῦτο καθορίζεται εἰς τὸ Παράρτημα II «ΕἰΔΙΚΟΙ ΟΡΟΙ», ἀλλ' ἀποτελεῖ πρόσθετον ἐργασίαν, θὰ γνωστοποιῇ τοῦτο ἐγκαιρῶς καὶ ἐγγράφως εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἐν τῇ περιπτώσει τὸ Ἑλληνικὸν Δημόσιον ἤθελεν ἀποφασίσῃ ὅτι ἡ ἐργασία αὕτη ἀποτελεῖ πράγματι πρόσθετον ἐργασίαν θὰ καταβάλλῃ εἰς τὸν Σύμβουλον πρόσθετον ἀποζημίωσιν ὑπολογιζομένην ἡμερησίως καὶ κατ' ἀναλογίαν πρὸς τὴν θάσει τῆς παρούσης Συμβάσεως ὀριζομένην μηνιαίαν ἢ ἐβδομαδιαίαν ἀμοιβήν, ὡς καὶ τὰς γενομένας δαπάνας διὰ τὴν παρὰ τοῦ προσωπικοῦ τοῦ Συμβούλου ἐκτέλεσιν τῆς ἐργασίας ταύτης. Εἰς περίπτωσιν κατὰ τὴν ὁποίαν τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Σύμβουλος δὲν συμφωνήσων εἰς ὅτι ἀποτελεῖ πρόσθετον ἐργασίαν ἢ ἀντιπροσωπεύει λογικὴν καὶ δικαίαν ἀποζημίωσιν θὰ ἐφαρμοσθῶσιν αἱ περὶ διαιτησίας διατάξεις τῆς παρούσης Συμβάσεως.

## 6. Καταγγελία ἢ Ἐγκατάλειψις.

6.1. Καταγγελία τῆς Συμβάσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

α) Τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ καταγγεῖλῃ τὴν παρούσαν Σύμβασιν μετὰ προηγουμένην 60ήμερον τοῦλάχιστον ἐγγράφον εἰδοποίησιν πρὸς τὸν Σύμβουλον.

β) Ἀμα τῇ λήψει τῆς περὶ καταγγελίας προειδοποιήσεως ὁ Σύμβουλος θὰ λάβῃ ἀμέσως ἅπαντα τὰ ἀπαιτούμενα μέτρα διὰ τὴν ἐγκαιρὸν καὶ ὁμαλὴν διακοπὴν τῆς ἐκτελέσεως τοῦ ἔργου καὶ τὸν περιορισμὸν τῶν δαπανῶν εἰς τὸ ἐλάχιστον.

## 6.2. Καταγγελία τῆς Συμβάσεως παρὰ τοῦ Συμβούλου.

Ἐν τῇ περιπτώσει δὲν καταβληθῶσιν εἰς τὸν Σύμβουλον τὰ εἰς τοὺς συνημμένους Εἰδικοὺς Ὅρους καὶ τὸ Προσάρτημα «Α» καθοριζόμενα προοδευτικὰ ποσὰ ἐντὸς 28 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν ἕκαστον τούτων καθίσταται ἀπαιτητὸν, ὡς ὀρίζεται ἐν τῇ παρούσῃ Συμβάσει, ἡ καθυστέρησις αὕτη θὰ θεωρῆται ὡς ὑπερῃμερία καὶ ἂν δὲν διευθετηθῇ πρὸ τῆς παρελεύσεως 14 ἡμερῶν ἀπὸ τῆς λήξεως τῆς 28ῃς μέρους προθεσμίας, ὁ Σύμβουλος δύναται ἄνευ ἐπιζημιῶν δι' αὐτὸν συνεπειῶν νὰ διακόψῃ ἀμέσως πᾶσαν βάσει τῆς Συμβάσεως ἐκτελουμένην ἐργασίαν καὶ νὰ ἀνακαλέσῃ τὸ ἐκ τῆς ἀλλοδαπῆς προσωπικόν του.

## 7. Ἀνωτέρα Βία.

Ἐὰν λόγῳ ἀνωτέρας βίας, ὁ Σύμβουλος κωλύεται ἐν ὅλῳ ἢ ἐν μέρει νὰ ἐκτελέσῃ τὸ ἀνατεθέν εἰς αὐτὸν Ἔργον, δικαιούται οὗτος εἰς τὴν ἀναζητήσιν τῶν ὑπ' αὐτοῦ πράγματι δαπανηθέντων κατὰ τὴν περίοδον ἀναστολῆς τῆς ἐργασίας λόγῳ ἀνωτέρας βίας, περιλαμβανομένης καὶ τῆς τυχόν ἀμοιβῆς τοῦ προσωπικοῦ του δι' ὅσον χρόνον ἤθελε διαρκέσῃ ἡ λόγῳ ἀνωτέρας βίας ἀποχή ἐκ τῆς ἐργασίας, ὑπὸ τὴν προϋπόθεσιν ὅμως ὅτι αἱ τοιαῦται καταβολαὶ ἐγένοντο διὰ τὴν ἀποζημιώσιν τοῦ προσωπικοῦ τοῦ Συμβούλου καὶ δὲν δύνανται νὰ υπερβαίνουν τὰ ἐπὶ μέρους ποσὰ, ἅτινα ἀναγράφονται εἰς τὴν περιλαμβανομένην εἰς τὸ Προσάρτημα «Α» ἀναλυτικὴν κατὰστασιν. Ἐν τῇ περιπτώσει ὁ Σύμβουλος κωλύεται ἐξ ὀλοκλήρου λόγῳ ἀνωτέρας βίας νὰ ἐκτελέσῃ τὸ βάσει τῆς Συμβάσεως Ἔργον ἐπὶ χρονικὸν διάστημα ὑπερβαῖνον τὰς 30 ἡμέρας καὶ ἐφ' ὅσον ἡ περὶ τῆς ἐπελεύσεως τῆς ἀνωτέρας βίας εἰδοποίησις ἐστάλῃ ἐγκαιρῶς παρὰ τοῦ Συμβούλου πρὸς τὸ Ἑλληνικὸν Δημόσιον, τοῦτο θὰ ἐξετάζῃ ἐν πνεύματι δικαίου τὸ ἐνδεχόμενον τῆς καταβολῆς πρὸς τὸν Σύμβουλον τῶν προσθέτων καὶ πράγματι γενομένων δαπανῶν, ὑπὸ τὸν ὅρον ὅτι ὁ Σύμβουλος ἐντὸς προθεσμίας 30 ἡμερῶν ἀπὸ τῆς ἡμέρας καθ' ἣν ἡ ἀνωτέρα βία ἐπαυσε νὰ ὑφίσταται καὶ ἐπανελήφθῃ ἡ ἐκτέλεσις τοῦ ἔργου, θὰ ὑποβάλλῃ τὴν ἀπαίτησιν του ἐγγράφως ἢ κατ' ἄλλον οἰωνδήποτε τρόπον γνωρίσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον τὴν πρόθεσιν του ὅπως ἀπαιτήσῃ τὴν καταβολὴν τῶν προσθέτων δαπανῶν εἰς τὰς ὁποίας οὗτος ὑπεβλήθη.

Ἐὰν ὁ Σύμβουλος ἤθελε παραλείψῃ εἴτε τὴν ὑποβολὴν τῆς ἀπαιτήσεώς του εἴτε τὴν ἀναγγελίαν ὡς ἀνωτέρω ἐντὸς τῆς τασσομένης προθεσμίας, ἡ παράλειψις του αὕτη θεωρεῖται ὡς παραιτήσις ἐκ τῆς ἀξιώσεώς του πρὸς ἀπόδοσιν τῶν προσθέτων, λόγῳ τοῦ περιστατικοῦ τῆς ἀνωτέρας βίας, δαπανηθέντων.

Πᾶσα διαφωνία ἐπὶ οἰωνδήποτε ἀντικειμένου τοῦ παρόντος ἄρθρου θὰ παραπέμπεται πρὸς λύσιν εἰς διαιτησίαν ὡς αὕτη καθορίζεται εἰς τὸ ἄρθρον 8 κατωτέρω.

## 8. Διαιτησία.

Ἀπασαί αἱ διαφωναίαι αἱ προκύπτουσαι μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Συμβούλου ὡς πρὸς τὴν ἐρμηνείαν καὶ τὴν ἐκτέλεσιν τῶν ὅρων τῆς παρούσης Συμβάσεως ἢ τυχόν παραλείψεων ἐν αὐτῇ, θὰ ἐπιλύονται κατ' ἀρχὴν διὰ κοινῆς ἀποφάσεως τῶν Ὑπουργῶν Ἑθνικῆς Οἰκονομίας καὶ Ναυτιλίας—Μεταφορῶν καὶ Ἑπικοινωνιῶν.

Ἐπιφυλασσομένων τῶν διατάξεων τῆς προηγουμένης παραγράφου οἰαδήποτε διαφωνία ἢ διαφορά ἀνακύπτουσα μεταξὺ τῶν συμβαλλομένων λόγῳ ἢ συνεπείᾳ τῆς ὑπογραφησόμενης συμβάσεως καὶ ἀφορώσα τὴν ἐκτέλεσιν ἢ τὴν ἐρμηνείαν τῶν ὅρων αὐτῆς καὶ τὴν ἔκτασιν τῶν δικαιωμάτων καὶ ὑποχρεώσεων τῶν συμβαλλομένων, θὰ ἐπιλύεται ὑπὸ τριῶν διαιτητῶν κατὰ τὴν ἀκόλουθον διαδικασίαν.

Ὁ αἰτῶν τὴν παραπομπὴν εἰς διαιτησίαν δι' ἐγγράφου τοῦ ἀπευθυνομένου καὶ ἐπιδιδόμενου πρὸς τὸν ἀντισυμβαλλόμενον, καθορίζει: ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφοράς, διαφωνίας ἢ ἀμφισβήτησεως καὶ ὁρίζει τὸν ἴδιον αὐτοῦ διαιτητὴν, καλῶν συγχρόνως τὸ ἕτερον μέρος ὅπως καὶ ἐκείνον ὁρίσῃ τὸν διαιτητὴν του.

Τὸ πρὸς ὃν ἡ κλήσις μέρος ὑποχρεοῦται ὅπως, ἐντὸς προθεσμίας 10 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας λήψεως τοῦ ἐγγράφου, ὁρίσῃ ἐγγράφως τὸν διαιτητὴν του, τοῦ διορισμοῦ γνωστοποιουμένου καὶ ἐπιδιδόμενου πρὸς τὸν αἰτοῦντα. Ἐὰν ὁ εἰς ἢ ὁ ἕτερος τῶν συμβαλλομένων δὲν ὁρίσῃ τὸν διαιτητὴν του ἐντὸς τῆς ὥς ἄνω τασσομένης προθεσμίας, ὁ δεῦτερος διαιτητῆς ὁρίζεται παρὰ τοῦ Προέδρου τῶν ἐν Ἀθήναις Ἐφετῶν τῇ αἰτήσῃ τοῦ αἰτήσαντος τὴν παραπομπὴν εἰς διαιτησίαν.

Οἱ οὕτω ὁρισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς προθεσμίας 10 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἐκοινοποιήθῃ ὁ διορισμὸς τοῦ δευτέρου διαιτητοῦ, νὰ ἐκλέξουν διὰ κοινῆς συμφωνίας τὸν τρίτον διαιτητὴν, ὅστις καὶ θὰ προεδρεύῃ τοῦ Διαιτητικοῦ Δικαστηρίου. Οἱ ὡς ἄνω τρεῖς διαιτηταὶ δὲν πρέπει νὰ ἔχουν ἴδιον συμφέρον εἰς τὴν ὑπὸ κρίσιν διαφοράν οὔτε νὰ συνδέωνται καθ' οἷονδήποτε τρόπον οἰκονομικῶς μὲ τὴν παροῦσαν Σύμβασιν.

Ἐν ἡ περιπτώσει οἱ διαιτηταὶ δὲν συμφωνήσουν περὶ τοῦ προσώπου τοῦ τρίτου διαιτητοῦ ἢ ἐν ἡ περιπτώσει ἡ διὰ τὸν διορισμὸν του τασσομένη προθεσμία ἤθελε παρέλθει: ἄπρακτος, ὁ Πρόεδρος τοῦ Ἀρείου Πάγου ὁρίζεται ὡς Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου, ἢ, τούτου ἀπόντος ἢ κωλυομένου, ὁ νόμιμος αὐτοῦ ἀναπληρωτής.

Οἱ διαιτηταὶ ὑποχρεοῦνται ὅπως ἐντὸς δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας συστάσεως τοῦ Διαιτητικοῦ Δικαστηρίου ἐκδώσουν τὴν ἀπόφασίν των. Ἡ ὡς ἄνω προθεσμία δύναται νὰ παραταθῇ ἐπὶ ἐτέρους δύο μῆνας διὰ κοινῆς συμφωνίας τῶν συμβαλλομένων. Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται νὰ τηρήσουν διονομικοὺς κανόνας ἐν τῇ ἐκτέλεσει τοῦ ἔργου των. Δύνανται νὰ ἐξετάσουν μάρτυρας, νὰ προβοῦν εἰς αὐτοψίας, νὰ διατάξουν πραγματογνωμοσύνην καὶ νὰ ἐκτιμήσουν καὶ νὰ λάβουν ὑπ' ὄψιν κατὰ κρίσιν τὰς ὑπαρχούσας ἀποδείξεις.

Ἐν ἡ περιπτώσει οἰοσδήποτε τῶν διαιτητῶν ἀρνηθῇ ἢ κωλύεται νὰ ἐκτελέσῃ ἢ νὰ συνεχίσῃ τὰ καθήκοντά του, ὁ ἀντικαταστάτης του ὁρίζεται κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν τοῦ ἀρνούμενου ἢ κωλυομένου διαδικασίαν. Ἐν τῇ περιπτώσει ταύτῃ ἡ προθεσμία διὰ τὴν ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀνατέλλεται ἀπὸ τῆς ἡμερομηνίας τῆς ἀναγγελίας τοῦ κωλύματος, ταύτης βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν συνεχιζόντων τὸ ἔργον τῶν διαιτητῶν καὶ μέχρι τῆς ἡμερομηνίας τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὸ ἔργον τοῦ διαιτητοῦ.

Ἀρνήσις τινὸς τῶν διαιτητῶν νὰ ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ἀκυρώνει τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὁριστική, τελεσίδικος καὶ ἀμετάκλητος καὶ δὲν ὑπόκειται εἰς οὐδὲν ταχτικὸν ἢ ἔκτακτον ἐνδίκον μέσον.

Ἡ ἀπόφασις τῶν διαιτητῶν δὲν δύναται νὰ προσβληθῇ δι' ἀγωγῆς περὶ ἀκυρώσεως, οὔτε ἡ ἐκτέλεσις αὐτῆς δύναται νὰ ἀνασταλῇ.

Τὰ ἔξοδα διαιτησίας ὡς καὶ ἡ ἀποζημίωσις τῶν διαιτητῶν, καθοριζόμενα ἐν τῇ διαιτητικῇ ἀποφάσει, βαρύνουν τὸν ἡττηθέντα διάδικον.

## 9. Κυριότης Στοιχείων.

Ἄπαντα τὰ σχέδια, σχεδιαγράμματα, ἔγγραφα, ἐκθέσεις, ὡς καὶ ἄλλα τεχνικῆς φύσεως στοιχεῖα ἀφορῶντα τὸ ἔργον, θὰ περιέλθουν εἰς τὴν κυριότητα τοῦ Ἑλληνικοῦ Δημοσίου καὶ θὰ παραδοθῶσιν εἰς αὐτὸ μετὰ τὴν ὁλοκλήρωσιν τοῦ ἐκ τῆς παρούσης Συμβάσεως Ἔργου ἢ τὴν πρόωρον ἀκύρωσιν αὐτῆς. Γενικῶς ἅπασαι αἱ ἐκθέσεις καὶ αἱ συστάσεις ἀποτελοῦν ἰδιοκτησίαν τοῦ Ἑλληνικοῦ Δημοσίου καὶ εἶναι ἐμπιστευτικαί. Ὡς ἐκ τούτου ἀπαγορεύεται εἰς τὸν Σύμβουλον νὰ ἀποκαλύπτῃ πρὸς τρίτους ἢ νὰ δημοσιεύῃ τὸ περιεχόμενον αὐτῶν ἐν ὅλῳ ἢ ἐν μέρει, ἐκτὸς ἐὰν ἤθελεν ἐξουσιοδοτηθῇ ἐγγράφως πρὸς τοῦτο παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

## 10. Φροντίς καὶ Ἐπιμέλεια.

Ὁ Σύμβουλος ὑποχρεοῦται νὰ ἐκπληρώσῃ τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις του ἐφαρμόζων τὰς καλλιτέρας τεχνικὰς γνώσεις του, καταβάλλων τὴν μεγαλυτέραν δυνατὴν ἐπιμέλειαν καὶ συμμορφούμενος πρὸς τοὺς παραδεγεμένους ἐπαγγελματικoὺς κανόνας.

## 11. Ἐκχώρησις καὶ Ὑπεργολαβία.

Ἡ παρούσα Σύμβασις δὲν δύναται νὰ ἐκχωρηθῇ παρὰ τοῦ Συμβούλου ἄνευ τῆς ἐγγράφου συναινέσεως τοῦ Ἑλληνικοῦ Δημοσίου.

Ἡ παρούσα Σύμβασις δὲν δύναται νὰ ἀνατεθῇ ὑπεργολαβικῶς, ἐν ὅλῳ ἢ ἐν μέρει, ἄνευ τῆς ἐγγράφου συναινέσεως τοῦ Ἑλληνικοῦ Δημοσίου. Ἡ τοιαύτη ὁμῶς συναινέσις, ἐν ἡ περιπτώσει δοθῇ, δὲν ἀπαλλάσσει τὸν Σύμβουλον τῶν εὐθυνῶν ἢ ὑποχρεώσεων του δυνάμει τῶν ὅρων τῆς παρούσης Συμβάσεως.

## 12. Τήρησις Λογιστικῶν Βιβλίων.

Ὁ Σύμβουλος θὰ τηρῇ ἀκριβῆ καὶ συστηματικὰ στοιχεῖα καὶ λογιστικὰ βιβλία περὶ τῶν ὑπηρεσιῶν του καὶ κατὰ τοιοῦτον τύπον καὶ μὲ τόσας λεπτομερείας ὡς εἴδισται εἰς τοιοῦτου εἶδους ἐπιχειρήσεις καὶ θὰ ἐπιτρέπῃ εἰς τὸ Ἑλληνικὸν Δημόσιον νὰ προβαίνει εἰς τὸν ἔλεγχον αὐτῶν ἐφ' ὅσον τοῦτο ἤθελε ζητηθῇ δι' εὐλογον αἰτίαν.

## 13. Κοινοποιήσεις.

Ἄπαντα τὰ πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐκ μέρους τοῦ Συμβούλου ἀποστελλόμενα ὑπηρεσιακὰ ἔγγραφα θὰ ἀπευδύνωνται πρὸς τό:

Ὑπουργεῖον Ναυτιλίας—Μεταφορῶν καὶ Ἐπικοινωνιῶν.

Ὑπηρεσία Πολιτικῆς Ἀεροπορίας.

Λεωφόρος Βασιλέως Γεωργίου 1.

Ἑλληνικόν, Ἀθήναι, Ἑλλάς.

Τηλεγραφικὴ Διεύθυνσις: AEROPOLIT ATHENS.

Ἄπαντα τὰ πρὸς τὸν Σύμβουλον ἐκ μέρους τοῦ Ἑλληνικοῦ Δημοσίου ἀποστελλόμενα ὑπηρεσιακὰ ἔγγραφα θὰ ἀπευδύνωνται πρὸς:

N.D. LEA AND ASSOCIATES LTD.

614—130 ALBERT STREET

OTTAWA, ONTARIO, CANADA

K1P 5G4.

Τηλεγραφικὴ Διεύθυνσις: LEACONSULT, OTTAWA.

Εἰς ἅπαντα τὰ ἔγγραφα ἡ κρίσιμος ἡμερομηνία εἶναι ἡ ἡμερομηνία λήψεως.

Ἄπασα ἡ ἐντὸς τῆς Ἑλλάδος ὑπηρεσιακὴ ἀλληλογραφία θὰ διαβιβάζεται ὡς ἐπιστολὴ διὰ τοῦ ταχυδρομείου καὶ ἅπασα ἡ μεταξὺ Ἑλλάδος καὶ Καναδᾶ ἀλληλογραφία θὰ διαβιβάζεται ὡς ἐπιστολὴ ἀεροπορικῶς ἢ τηλεγραφικῶς.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

B. ΘΕΟΔΩΡΟΠΟΥΛΟΣ

Πρεσβευτὴς Ἑλλάδος

Διὰ N. D. LEA AND ASSOCIATES LTD

R. S. WALLACE

MANAGER OTTAWA OFFICE

## ΠΑΡΑΡΤΗΜΑ II ΕΙΔΙΚΟΙ ΟΡΟΙ

### 1. Παρασχεδιζόμεναι Ύπηρεσιαι.

Ἡ παρούσα Σύμβασις καλύπτει δύο φάσεις:

- α) Σύνταξιν Προδιαγραφῶν (Φάσις I).
- β) Παροχὴν βοηθείας διὰ τὴν ἐπιλογὴν τοῦ ἀναδόχου, ὅστις θὰ ἀναλάβῃ τὴν ἐκτέλεσιν τῆς Φάσεως II.
- γ) Παροχὴν βοηθείας διὰ τὴν ἐπίβλεψιν τῆς ἐκπονήσεως τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN) (Φάσις II).

#### α) Σύνταξις Προδιαγραφῶν.

Ἄμα τῇ καταρτίσει τῆς παρούσης Συμβάσεως καὶ ὑπὸ τοὺς ὅρους τοὺς ἀναγραφομένους εἰς τὸ Προσάρτημα «Α» ὁ Σύμβουλος θὰ ἐπιληφθῇ ἀμέσως τῆς Συντάξεως τῶν Προδιαγραφῶν καί, ἐπιφυλασσομένων τῶν ὄρων τῆς παρούσης Συμβάσεως, ἐντὸς μηνὸς ἀπὸ τῆς ἰσχύος αὐτῆς θέλει παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐν σχεδίῳ καὶ εἰς ἐξάπλουν προδιαγραφὴν (TERMS OF REFERENCE) ἱκανοποιητικῶς διὰ τὸ Ἑλληνικὸν Δημόσιον τύπου ἵνα βάσει αὐτῆς κληθῶσι νὰ ὑποβάλωσι προσφορὰς ὁργανισμοὶ θεωρούμενοι κατάλληλοι παρὰ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς ἐκπόνησιν Προμελέτης καὶ Σχεδίων Διατάξεως (MASTER PLAN) διὰ τὸν Διεθνῆ Ἀερολιμένα Ἀθηνῶν εἰς θέσιν Σπάτα—Σαγγάνι Ἀττικῆς.

Ἡ ἐργασία αὕτη θὰ ἐκτελεσθῇ ὑπὸ δύο εἰδικῶν μηχανικῶν παραμενόντων εἰς Ἀθήνας ἐπὶ χρονικὸν διάστημα τριῶν (3) περίπου ἐβδομάδων. Θὰ φέρουν μεθ' ἑαυτῶν σχέδια τοιούτων Προδιαγραφῶν (TERMS OF REFERENCE) καὶ θὰ ἐρευνήσουν μετὰ προσοχῆς τὰς ἀπαιτήσεις τοῦ Ἑλληνικοῦ Δημοσίου, ὡς καὶ τὰς δυνατότας ἐναλλαγᾶς. Ἐν συνεχείᾳ ἡ ὁμάς αὕτη θὰ συντάξῃ τὴν Προδιαγραφὴν (TERMS OF REFERENCE) ἐν τῇ τελικῇ αὐτῆς μορφῇ καὶ θὰ τὴν ἐξετάσῃ ἀπὸ κοινοῦ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου. Προσωπικὸν ὑποστηρίξεως, ὡς τοῦτο ὀρίζεται εἰς τὸ περὶ τῆς φάσεως τῆς ἐπιβλέψεως κεφάλαιον, θὰ εἶναι διαθέσιμον εἰς Καναδὰ διὰ διαβουλεύσεις ἐφ' ὅσον ἀπαιτεῖται.

β) Παροχὴ βοηθείας διὰ τὴν ἐπιλογὴν τοῦ Ἀναδόχου, ὅστις θὰ ἀναλάβῃ τὴν ἐκτέλεσιν τῆς Φάσεως II τῆς μελέτης.

Μετὰ τὴν ὁλοκλήρωσιν τῆς Φάσεως I, τὸ Ἑλληνικὸν Δημόσιον θὰ προκηρύξῃ διαγωνισμὸν διὰ τὴν ὑποβολὴν προσφορῶν ἐκ μέρους καταλλήλων Οἰκῶν, συμφώνως πρὸς τὰς προδιαγραφὰς τὰς συνταχθείσας κατὰ τὴν Φάσιν I, διὰ τὴν σύνταξιν τῆς προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN) τῆς Φάσεως II. Ἄμα τῇ λήξει τῆς προδικασίας διὰ τὴν ὑποβολὴν τῶν προσφορῶν, τὸ Ἑλληνικὸν Δημόσιον θὰ ἀναλύσῃ τὰς ὑποβληθείσας προσφορὰς καὶ θὰ προβῇ εἰς τὴν προκαταρκτικὴν ἐπιλογὴν ἐνὸς οἴκου.

Κατὰ τὸν χρόνον τοῦτον τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ προσκαλέσῃ τὸν Σύμβουλον νὰ ἔλθῃ εἰς τὰς Ἀθήνας. (Τὸν κ. LEA ἢ τὸν DR WALLACE ἢ καὶ ἀμφοτέρους) ὅπως ἐναντι καταβολῆς τῆς ἀμοιβῆς τῆς καθοριζομένης εἰς τὸ Παράρτημα II παραγρ. 7.3γ «Ἀμοιβὴ Τεχνικῶν Ἐμπειρογνομόνων κλπ.», ἐξετάσῃ τὰς προσφορὰς καὶ βοηθήσῃ εἰς τὴν ἐπιλογὴν τοῦ ἀναδόχου.

γ) Βοήθεια εἰς τὴν ἐπίβλεψιν τῆς Ἐκπονήσεως τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN).

Ἄμα τῇ ὁλοκληρώσει τῆς Φάσεως I καὶ τῇ ἐπιλογῇ τοῦ ἀναδόχου, ὁ Σύμβουλος, κατόπιν προειδοποιήσεως ἐνὸς μηνὸς παρὰ τοῦ Ἑλληνικοῦ Δημοσίου, θὰ θέσῃ εἰς τὴν διάθεσιν τοῦ Ἑλληνικοῦ Δημοσίου ἓνα λίαν πεπειραμένον εἰς ἔργα, ὡς τὰ διὰ τῆς παρούσης Συμβάσεως προβλεπόμενα, Διευθυντὴν Ἔργου, ὅστις θὰ ἐργάζεται ἀποκλειστικῶς διὰ τὸ Ἑλληνικὸν Δημόσιον πρὸς ὑποβοήθησιν τοῦ Ἑλληνικοῦ Δημοσίου εἰς τὴν ἐπίβλεψιν καὶ ἀξιολόγησιν τῆς ἐκπονουμένης Προμελέτης καὶ Σχεδίου Διατάξεως (MASTER PLAN). Ἡ διάρκεια τῆς πρὸς τὸν Διευθυντὴν τοῦ Ἔργου ἐντολῆς θὰ καθορισθῇ ἀπὸ τὸ Ἑλληνικὸν Δημόσιον πάντως διὰ χρονικὸν διάστημα

οὐχὶ μικρότερον τῶν (9) ἐννέα συνεχῶν μηνῶν. Μεταξὺ τῶν καθηκόντων τοῦ Διευθυντοῦ Ἔργου περιλαμβάνονται ἡ πρὸς τὸ Ἑλληνικὸν Δημόσιον παροχὴ συμβουλῶν ἐπὶ παντὸς θέματος σχετικοῦ μετὰ τὴν ἐπίβλεψιν τῆς τεχνικῆς ἐργασίας καὶ τὴν ἀξιολόγησιν τῆς ἐκτελέσεως τῆς Συμβάσεως παρὰ τοῦ Οἴκου ἢ τῶν Οἰκῶν τῶν συμβεβλημένων μετὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὴν ἐκπόνησιν τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN) καὶ παραλλήλως ἡ παροχὴ ἐπίσης βοηθείας διὰ τὸν συντονισμόν τῆς ἐργασίας τοῦ Οἴκου ἢ τῶν Οἰκῶν τούτων μετὰ ἄλλην συναφῆ ἐργασίαν, θυναμένην νὰ ἀπαιτηθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου. Ὁ Διευθυντὴς Ἔργου καὶ ὁ Σύμβουλος θὰ ἀναλάβουν τὴν εὐθύνην διὰ τὰς συνεπείας τῶν συστάσεών των καθ' ὃ μέτρον αὗται υἱοθετηθῶσιν. Ἐν ἡ περιπτώσει αἱ συστάσεις τοῦ δὲν ἐγένοντο ἀποδεκταὶ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου, τότε ὁ Διευθυντὴς Ἔργου καὶ ὁ Σύμβουλος δὲν θὰ εἶναι ὑπεύθυνοι διὰ τὸ ἐπακολουθήσαν ἀποτέλεσμα καὶ ἡ περὶ καθ' ἑκτελέσεως ἐγγύησις δὲν καλύπτει τὸ ἐκτελεσθέν ἔργον.

Ὁ Σύμβουλος ἔχει τὸ δικαίωμα, ὡσάκις παρίσταται πρὸς τοῦτο ἀνάγκη, νὰ προσφύγῃ εἰς τὴν τεχνικὴν βοήθειαν καὶ ἄλλων μερῶν μετὰ προηγουμένην ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου καὶ συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως. Ἐξυπακούεται καὶ συμφωνεῖται ὅτι ἡ παρούσα Σύμβασις δὲν καλύπτει τὴν παροχὴν ὑπηρεσιῶν ἐπιβλέψεως ἢ τὴν ἐκτέλεσιν κατασκευῶν καὶ ὅτι ἐὰν τοιαῦτα ὑπηρεσίαι ἤθελον ζητηθῇ θὰ ἀποτελέσουν αὗται τὸ ἀντικείμενον ἰδιαιτέρας συμβάσεως.

### 2. Καναδικαὶ Πηγαί.

Πλὴν τῆς διμελοῦς ὁμάδος, ἣτις θὰ ἀναλάβῃ τὴν σύνταξιν τῶν Προδιαγραφῶν (Φάσις I), καὶ τῆς ἐπιλογῆς τοῦ Ἀναδόχου καὶ τοῦ Διευθυντοῦ Ἔργου (Φάσις II), ὁ Σύμβουλος θὰ εἰσηγηθῇ τὴν χρησιμοποίησιν καὶ ἄλλων τεχνικῶν πηγῶν πρὸς παροχὴν βοηθείας διὰ τὴν ἐπιτυχῆ ἐκτέλεσιν τῆς Συμβάσεως. Ἐν ἡ περιπτώσει αἱ εἰσηγήσεις αὗται τοῦ Συμβούλου πρὸς τὸ Ἑλληνικὸν Δημόσιον δὲν ἐφαρμοσθῶν, ὁ Σύμβουλος δὲν φέρει εὐθύνην διὰ τὸ ἐπελθόν ἀποτέλεσμα καὶ ἡ ἐγγύησις καλῆς ἐκτελέσεως δὲν καλύπτει τὸ ἐκτελεσθέν ἔργον.

### 3. Χρονοδιάγραμμα Ἐργασιῶν.

Ὁ Σύμβουλος θὰ διεξαγάγῃ τὸ ἔργον τῆς Συμφωνίας ταύτης, συμφώνως πρὸς τὸ ἀκόλουθον χρονοδιάγραμμα:

#### 3.1. Προπαρασκευὴ τῶν Προδιαγραφῶν (Φάσις I).

Αἱ προδιαγραφὰι διὰ τὴν Προκαταρκτικὴν Μελέτην καὶ τὸ Σχέδιον Διατάξεως (MASTER PLAN) θὰ συμπληρωθῶσιν ἐντὸς ἐνὸς (1) μηνὸς ἀπὸ τῆς ἡμερομηνίας γνωστοποιήσεως ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Σύμβουλον νὰ προχωρήσῃ εἰς τὴν Φάσιν I, συμφώνως πρὸς τοὺς ὅρους τοῦ Προσαρτήματος «Α».

3.2. Βοήθεια εἰς τὴν ἐπιλογὴν Οἴκου, ὅστις θὰ ἐκπονήσῃ τὴν Φάσιν II τῆς Μελέτης.

Ἐντὸς πέντε (5) ἡμερῶν ἀφ' ἧς θὰ ζητηθῇ ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπὸ τὸν Σύμβουλον ὅπως οὗτος προσφέρῃ τὴν βοήθειάν του διὰ τὴν τελικὴν ἐκλογὴν τοῦ Ἀναδόχου (ἄρθρον 1 (β)), ὁ Σύμβουλος θὰ ἀφίχθῃ εἰς Ἀθήνας ἵνα βοηθήσῃ εἰς τὴν ἐπιλογὴν τοῦ Ἀναδόχου διὰ τὴν σύνταξιν τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως. Ὁ τρόπος τῆς καταβολῆς τῆς διὰ τὴν ἐργασίαν ταύτης ἀμοιβῆς καθορίζεται εἰς τὸ ἄρθρον 7.2 τοῦ παρόντος.

3.3. Ἐπίβλεψις Συντάξεως Προμελέτης Σχεδίου Διατάξεως (Φάσις II).

Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀπευθύνῃ πρὸς τὸν Σύμβουλον ἑγγράφων προειδοποιήσιν ἐνὸς μηνὸς διὰ τὴν ὑπὸ τοῦ Συμβούλου ἐναρξῆν ἐκτελέσεως τῶν ἐργασιῶν τῆς Φάσεως II τοῦ ἔργου. Ἐπιφυλασσομένων τῶν ὄρων καὶ τῶν διατάξεων τῆς παρούσης Συμβάσεως, ὁ Σύμβουλος θὰ παρέχῃ συνεχῆ διὰ τὴν ἐπίβλεψιν βοήθειαν ἀπὸ τῆς ἐνάρξεως καὶ μέχρι τῆς λήξεως τῆς Φάσεως II τοῦ ἔργου, συμφώνως πρὸς τὸ ἄρθρον 1 (γ) τοῦ παρόντος.

#### 4. Παροχή πληροφοριών παρά του Έλληνικού Δημοσίου.

Τὸ Ἑλληνικὸν Δημόσιον θὰ προδῇ εἰς τὰς δεύσας ἐνεργείας ὥστε νὰ εἶναι εὐκόλως προσιτὰ εἰς τὸν Σύμβουλον ἅπαντα τὰ σχετικὰ στοιχεῖα, ἐκθέσεις, χάρται, μελέται κλπ., τὰ ὁποῖα τυχὸν χρειάζεται· οὗτος διὰ τὴν ἐπιτυχὴ ἐκτέλεσιν τοῦ ἔργου. Ἀντίγραφα τῶν στοιχείων τούτων θὰ χορηγοῦναι εἰς τὸν Σύμβουλον, ἢ φωτοαντίγραφα ὁσάκις παρίσταται ἀνάγκη, καί, ὁσάκις τοῦτο εἶναι ἐφικτόν, τὸ Ἑλληνικὸν Δημόσιον θὰ χορηγῇ τὰ στοιχεῖα ταῦτα εἰς τὸν Σύμβουλον εἰς τὴν Ἀγγλικήν. Οὐδεμία δαπάνη θὰ βαρύνῃ τὸν Σύμβουλον διὰ τὴν παροχὴν τῶν πληροφοριῶν τούτων. Τὸ Ἑλληνικὸν Δημόσιον θὰ διαδῇ ἐπίσης προσωπικὸν τῆς ἐκλογῆς του, ὅπως τοῦτο μελετήσῃ τὸ σχέδιον τῶν προδιαγραφῶν, περὶ ὧν τὸ ἄρθρον 1(α) τοῦ παρόντος. Ἡ μελέτη αὕτη θὰ συμπληρωθῇ ἐντὸς τῆς μηνιαίας περιόδου καθ' ἣν θὰ διαρκέσῃ ἡ Φάσις I.

#### 5. Συνεργασία μετὰ Ἑλληνικῶν Δημοσίων Ὑπηρεσιῶν.

Προκειμένου περὶ ἐργασίας ἐκτελουμένης παρά τοῦ Συμβούλου διὰ τὴν ὁποίαν ἀπαιτεῖται ἡ συνεργασία τοῦ Ἑλληνικοῦ Δημοσίου, ἢ ἄλλων Δημοσίων Ὁργανισμῶν, τὸ Ἑλληνικὸν Δημόσιον θὰ μεσολαβήσῃ ὡς σύνδεσμος καὶ θὰ ἐξασφαλίσῃ τὴν εἰς τὸν Σύμβουλον παροχὴν ὅλων τῶν ἀπαιτουμένων πληροφοριῶν. Ἡ τοιαύτη συνεργασία θὰ παρέχεται εἰς τὸν Σύμβουλον ἀνεὺ οἰασδῆποτε ἐπιβαρύνσεως.

#### 6. Διευκολύνσεις πρὸς τὸν Σύμβουλον.

##### Τὸ Ἑλληνικὸν Δημόσιον:

6.1. Θὰ ἀπαλλάξῃ τὸν Σύμβουλον καὶ τὸ Καναδικὸν προσωπικὸν παντὸς φόρου διαμονῆς ἢ ἄλλου φόρου, περιλαμβανομένου καὶ τοῦ φόρου εἰσοδήματος ἐν Ἑλλάδι ἐπὶ μισθῶν, ἀμοιβῶν, ἐπιδόματων καὶ λοιπῶν παροχῶν ἀποκερδαινομένων ἐκ τῆς παρούσης Συμβάσεως, ὡς καὶ ἐπὶ οἰωνδῆποτε ἄλλων εἰσοδημάτων τοῦ Καναδικοῦ προσωπικοῦ κτωμένων ἐκτὸς τῆς Ἑλλάδος, συμφώνως πρὸς τὰς διατάξεις τοῦ Ν.Δ. 916)72 «περὶ τροποποιήσεως καὶ συμπληρώσεως τοῦ Νόμου 4171) 1961 περὶ λήψεως γενικῶν μέτρων διὰ τὴν ὑποβόθῃσιν τῆς ἀναπτύξεως τῆς οἰκονομίας τῆς χώρας» (Ἐφημερίς τῆς Κυβερνήσεως, Τεύχος Α' 137)14.7.71).

6.2. Θὰ χορηγήσῃ: α) Ἀπάσας τὰς ἀδείας καὶ λοιπὰ παρόμοια ἔγγραφα τὰ ὁποῖα ἀπαιτοῦνται διὰ τὴν παρὰ τοῦ Καναδικοῦ προσωπικοῦ ἐνᾶσκῃσιν τῶν καθηκόντων του ἐν Ἑλλάδι, καὶ β) ἀπάσας τὰς ἀδείας ἐξόδου καὶ ἐξαγωγῆς τὰς ἀπαιτουμένας διὰ τὴν ἐπανεξαγωγὴν οἰωνδῆποτε ὀλικῶν, ἐξοπλισμοῦ ἢ πραγμάτων καθημερινῆς χρήσεως (περιλαμβανομένων καὶ τῶν εἰδῶν προσωπικῆς χρήσεως) ἀνηκόντων κατὰ κυριότητα εἰς τὴν Καναδικὴν Κυβέρνησιν, τὸν Σύμβουλον ἢ Καναδοὺς ἐργασθέντας εἰς τὸ ἔργον, ἢ διατεθέντων παρ' αὐτοῦ.

6.3. Θὰ ἐπιτρέψῃ τὴν εἰσὸδον εἰς οἰασδῆποτε περιοχὰς τῆς Ἑλλάδος ἐφ' ὅσον τοῦτο χρειάζεται, ἵνα τὸ Καναδικὸν προσωπικὸν ἐκτελέσῃ τὰς ἐν Ἑλλάδι ὑποχρεώσεις του.

6.4. Θὰ διαδῇ δωρεὰν τὰ κάτωθι: Κατάλληλον καὶ ικανοποιητικὸν διὰ τὸν Σύμβουλον χώρον πρὸς ἐγκατάστασιν τῶν γραφείων του, ὡς καὶ μεταφραστὰς, γραμματεῖς καὶ ἄλλους ὑπαλλήλους γραφείου διὰ τὸ ἐν Ἑλλάδι Καναδικὸν προσωπικόν.

#### 7. Τρόπος πληρωμῆς.

##### 7.1. Σύνταξις Προδιαγραφῶν (Φάσις I).

Διὰ τὴν παρὰ τοῦ Συμβούλου σύνταξιν τῶν Προδιαγραφῶν καὶ ἐπιφυλασσομένων τῶν ὧν τὸ ἄρθρον 4 τοῦ παρόντος Παραρτήματος, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλλῃ εἰς τὸν Σύμβουλον τὸ ποσὸν τῶν δώδεκα χιλιάδων Καναδικῶν δολλαρίων (δολλ. 12.000), καθ' ὃν τρόπον καὶ χρόνον καθορίζεται εἰς τὸ Προσάρτημα «Α». Ὁξυπακούεται ὅτι, ἐπιφυλασσομένων τῶν ὧν τὸ ἄρθρον 4 τοῦ παρόντος Παραρτήματος, εἰς τὸ ποσὸν τοῦτο περιλαμβάνονται ἅπαντα αἱ οἰασδῆποτε φύσεως καὶ εἴδους δαπάναι τοῦ Συμβούλου.

7.2. Παροχὴ βοήθειας διὰ τὴν ἐπιλογὴν τοῦ ἀναδόχου, ὅστις θὰ ἀναλάβῃ τὴν ἐκτέλεσιν τῆς Φάσεως II τῆς μελέτης.

Διὰ τὴν παρὰ τοῦ Συμβούλου παροχὴν βοήθειας πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ τὴν ἐπιλογὴν τοῦ ἀναδόχου, ὅστις θὰ ἀναλάβῃ τὴν ἐκτέλεσιν τῆς Φάσεως II, Προμελέτης καὶ Σχεδίου Διατάξεως, ὡς αὕτη περιγράφεται εἰς τὸ ἄρθρον 3.2 τοῦ Παραρτήματος II, καὶ λαμβανομένου ὑπ' ὄψιν ὅτι ἡ ἐν προκειμένῳ διάρκεια τῆς ἀπαιτουμένης ἀπασχολήσεως τοῦ Συμβούλου εἶναι ἄγνωστος, τὸ καταβληθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου εἰς τὸν Σύμβουλον ποσὸν θὰ ἀνέρχεται εἰς τὸ σύνολον τῶν δαπανῶν εἰς τὰς ὁποίας ὑπεβλήθη οὗτος καὶ τῆς ἀμοιβῆς του διὰ τὰς ἀνθρωπομημέρας τῆς ἀπασχολήσεώς του. Αἱ διατάξεις τοῦ ἁρθροῦ 7.3(γ) τοῦ Παραρτήματος II περὶ ἀμοιβῶν Τεχνικῶν Ἐμπειρογνομόνων ἔχουν ἐφαρμογὴν καὶ ἐν προκειμένῳ.

7.3. Ἐπίβλεψις τῆς Συντάξεως Προμελέτης καὶ Σχεδίου Διατάξεως (Φάσις II).

Διὰ τὴν παρὰ τοῦ Συμβούλου ἐπίβλεψιν τῆς ἐργασίας ἐκπονήσεως τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN) τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλλῃ εἰς τὸν Σύμβουλον, καθ' ὃν τρόπον καὶ χρόνον ὀρίζεται εἰς τὸ Προσάρτημα «Α», τὰ κάτωθι:

α) Κατ' ἀποκοπὴν ἀμοιβῆς.

Κατ' ἀποκοπὴν ἀμοιβῆς ἐκ Καναδικῶν δολλαρίων εἰκοσιν ὀκτὼ χιλιάδων (δολλ. 28.000). Εἰς τὸ ποσὸν τοῦτο περιλαμβάνεται καὶ ἡ βαρύνουσα τὸ Ἑλληνικὸν Δημόσιον δαπάνη διὰ 14 ἀνθρωποεβδομάδας (αἱ ὁποῖαι ἀναφέρονται εἰς τὴν προσφορὰν ὡς «Περιορισμένος Χρόνος» (LIMITED TIME) πρὸς παροχὴν ὑπηρεσιῶν Τεχνικῶν Ἐμπειρογνομόνων ἐν Καναδᾷ, ἐὰν παραστῇ πρὸς τοῦτο ἀνάγκη κατὰ τοὺς πρώτους 12 μῆνας τῆς ἐκτελέσεως τῆς Φάσεως II. Ἐν ἡ περιπτώσει ἡ ἐργασία τῆς Φάσεως II παραταθῇ πέραν τοῦ ἐνὸς ἡμερολογιακοῦ ἔτους θὰ καταβληθῇ καὶ πρόβλεπτος κατ' ἀποκοπὴν ἀμοιβῆς ὑπολογιζομένη, κατ' ἀναλογίαν ἐπὶ ποσοῦ δέκα πέντε χιλιάδων τετρακοσίων Καναδικῶν δολλαρίων (δολλάρ. 15.400) ἐτησίως.

β) Ἀμοιβὴ Διευθυντοῦ ἔργου ἀπασχολουμένου ἐν Ἀθῆναις.

Τὸ ποσὸν τῶν τεσσάρων χιλιάδων Καναδικῶν δολλαρίων (δολλ. 4.000) μηνιαίως καθ' ὅλην τὴν παραμονὴν ἐν Ἀθῆναις τοῦ διατεθησομένου παρὰ τοῦ Συμβούλου Διευθυντοῦ ἔργου, διαρκούσης τῆς Φάσεως II.

γ) Ἀμοιβὰ Τεχνικῶν Ἐμπειρογνομόνων ἐν Καναδᾷ καὶ ἐν Ἀθῆναις.

Τὸ ποσὸν τῶν ἑννεακοσίων (δολλ. 900) Καναδικῶν δολλαρίων θὰ χρεοῦται ἀπὸ τὸν Σύμβουλον δι' ἐκάστην ἐβδομάδα παροχῆς ὑπηρεσιῶν παρ' ἐκάστου εἰδικοῦ ἐμπειρογνώμονος εἰς τὸν ὁποῖον ἀνετέθη ἐργασία διὰ τὸ ἔργον. Τὸ αὐτὸ ποσὸν θὰ καταβληθῇ διὰ παρομοίαν ἐργασίαν ἐκτελεσθησομένην ἐν Ἑλλάδι, ὡς καὶ δι' οἰωνδῆποτε παρομοίαν ἐργασίαν ἐκτελεσθησομένην ἐν Καναδᾷ πέραν τοῦ καθωρισμένου ἀριθμοῦ τῶν ἀνθρωπομημερῶν τῶν ἀναφερομένων εἰς τὸ ἄρθρον 7.3 τοῦ παρόντος Παραρτήματος ὡς «Περιορισμένη Ἐργασία» (LIMITED WORK).

Πέραν τούτου, καὶ συμφώνως πρὸς τὰ περὶ Συμβούλων κρατοῦντα ἐν Καναδᾷ, προκειμένου περὶ ἔργων διὰ τὰ ὁποῖα ἀπαιτεῖται πολὺς χρόνος διὰ τὴν μετάβασιν εἰς τὸν τόπον ἐργασίας καὶ τὴν ἐξ αὐτοῦ ἐπιστροφὴν, ἡ ἐβδομαδιαία ἀμοιβὴ καὶ αἱ δαπάναι θὰ καταβάλλωνται καὶ διὰ τὸν ἀναλωθέντα καθ' ὃδὸν χρόνον μεταξὺ τῶν ἐν Καναδᾷ γραφείων τοῦ Συμβούλου καὶ Ἀθηνῶν καὶ τὰνάπαλιν. Ἐὰν π.χ. ὁ Σύμβουλος ἀνέλθῃ κατὰ τὸ ταξείδιον μίαν (1) ἡμέραν ἐρχόμενος εἰς Ἀθήνας καὶ μίαν (1) ἡμέραν διὰ νὰ ἐπανέλθῃ εἰς τὸ ἐν Καναδᾷ γραφεῖον του, θὰ χρεοῦνται 2)5 τῆς ἐβδομαδιαίας ἀμοιβῆς του διὰ τὸν ἀνελθόντα κατὰ τὸ ταξείδιον χρόνον.

δ) Ἀμετα δαπάναι τοῦ Διευθυντοῦ ἔργου καὶ ἐτέρων Τεχνικῶν Ἐμπειρογνομόνων.

ι) Ἀεροπορικὰ εἰσιτήρια μετ' ἐπιστροφῆς εἰς τουριστικὴν ὑέσιν, ἀπὸ Καναδᾷ εἰς Ἀθήνας καὶ τὰνάπαλιν.

Ἐν τοιοῦτον ἀεροπορικὸν εἰσιτήριο διὰ τὸν Διευθυντὴν ἔργου.

Ἐν τοιοῦτον ἀεροπορικὸν εἰσιτήριο δι' ἑκάστον ἐμπειρογνώμονα ἐρχόμενον εἰς Ἀθήνας, ὁσάκις ἢ ἐν Ἀθήναις παρουσία του εἶναι ἀναγκαία.

ii) Στέγαις ἐν Ἑλλάδι, δαπάναι διαβιώσεως καὶ ἔξοδα κινήσεως ἐν Ἀθήναις.

Ποτὸν εἴκοσι τεσσάρων χιλιάδων δραχμῶν (δραχ. 24.000) μηνιαίως θὰ διατίθεται διὰ τὴν στέγασιν, τὰς δαπάνας διαβιώσεως καὶ τὰ ἔξοδα κινήσεως τοῦ ἐν Ἀθήναις Διευθυντοῦ ἔργου, καὶ καθ' ὅλον τὸ χρονικὸν διάστημα τῆς ἐν Ἀθήναις παραμονῆς του.

Ἡμερησία ἀποζημίωσις ἐκ δραχμῶν χιλίων πεντακοσίων (δραχ. 1.500) θὰ καταβάλλεται εἰς τὸν Σύμβουλον διὰ δαπάνας διαβιώσεως καὶ κινήσεως ἐντὸς τῶν Ἀθηνῶν δι' ἐκάστην ἀνθρωπομέραν ἀπασχολήσεως ἐν Ἑλλάδι ἐκάστου Τεχνικοῦ Ἐμπειρογνώμονος.

7.4. Ὅρισμοὶ καὶ διευκρινήσεις ἀφορῶσαι εἰς τὰς πληρωμὰς Φάσεως II.

α) Ὁ ὅρος «μὴν» σημαίνει «ἡμερολογιακὸς μὴν».

β) Ἡ «ἐβδομάς» ἀποτελεῖται ἀπὸ πέντε (5) ἐργασίμους ἡμέρας 7 1)2 ὥρων ἐκάστη ἀνὰ ἑπταήμερον, συμπεριλαμβανομένων καὶ τῶν ἑλληνικῶν ἑξαίρεσιμων ἑορτῶν.

8. Ἀντικατάστασις λόγῳ ἀσθενείας.

Ἐάν, κατὰ τὴν κρίσιν τοῦ Συμβούλου, εἴτε ὁ Διευθυντὴς ἔργου, εἴτε ἄλλος οἰοσθῇποτε Τεχνικὸς Ἐμπειρογνώμων, ἐργαζόμενος ἐν Ἀθήναις, ἀνακληθῇ εἰς Καναδὴν λόγῳ σοβαρᾶς καὶ) ἢ παρατεταμένης ἀσθενείας, ὁ Σύμβουλος θὰ βαρύνεται μὲ ἀπάτας τὰς δαπάνας τὰς σχετικὰς μὲ τὴν ἀνάκλησιν τοιοῦτου προσώπου ἢ προσώπων καὶ τὴν διάδοσιν ἀντικαταστάτου ἢ ἀντικαταστατῶν ἐχόντων τὰς αὐτὰς ικανότητας.

9. Τροποποιήσεις τῆς Συμβάσεως.

Διὰ πᾶσαν τροποποίησιν οἰωνδήποτε ὅρων τῆς παρούσης Συμβάσεως ἀπαιτεῖται ἡ παρ' ἀμοτέρων τῶν συμβαλλομένων ὑπογραφή συμπληρωματικῆς Συμβάσεως. Ἡ νέα αὕτη Σύμβασις θὰ διατυπωθῇ ἐν τῷ πλαίσιῳ τῆς ἀρχικῆς Συμβάσεως.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

**Β. ΘΕΟΔΩΡΟΠΟΥΛΟΣ**

Πρεσβευτὴς Ἑλλάδος

Διὰ Ν. D. LEA καὶ ASSOCIATES LTD.

**R. S. WALLACE**

MANAGER OTTAWA OFFICE

ΠΑΡΑΡΤΗΜΑ III

ΠΡΟΓΡΑΜΜΑ ΕΡΓΑΣΙΑΣ

Αἱ ἐπόμενοι παράγραφοι καθορίζουν τὸ πλαίσιον τῆς ἐργασίας τοῦ Συμβούλου. Τὸ πρόγραμμα τοῦτο δύναται νὰ τροποποιηθῇ κατόπιν ἀμοιβαίας συμφωνίας καὶ ἀναλόγως πρὸς τὰς πραγματικὰς ἀπαιτήσεις τοῦ ἔργου.

**ΣΤΑΔΙΑ ΕΡΓΑΣΙΑΣ**

1. Σύνταξις Προδιαγραφῶν (Φάσις I).

α) Ὁ Σύμβουλος ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, θὰ μελετήσῃ τὰς διαδικασίας διὰ τὴν προκήρυξιν διαγωνισμοῦ, κατὰ τὸν πλέον ἀποδοτικὸν τρόπον πρὸς ὑποβολὴν προτάσεων παρὰ ἐνδιαφερομένων Οἰκῶν διὰ τὴν σύνταξιν τῆς Προμελέτης καὶ τοῦ Σχεδίου Διατάξεως (MASTER PLAN) καὶ γενικῶς δι' ἀπάτας τὰς σχετικὰς μὲ τὸ Σχέδιον Διατάξεως ἐργασίας.

β) Ὁ Σύμβουλος θὰ συντάξῃ ἐν σχεδίῳ τὰς προδιαγραφὰς περὶ τῶν ὅρων τῆς Συμβάσεως, τοῦ τρόπου πληρωμῆς, τῶν ἀπαιτούμενων προτύπων ἐκτελέσεως, ὡς καὶ τῶν ἐπὶ μέρους ἐργασιῶν, αἵτινες θὰ περιληφθοῦν εἰς τὰς προδιαγραφὰς πρὸς ἐκτέλεσιν παρὰ τοῦ ἐπιλεγημένου Ἀναδόχου. Τὸ σχέδιον τοῦτο θὰ προσκομισθῇ εἰς Ἑλλάδα καὶ μὲ τὴν βοήθειαν τοῦ Ἑλληνικοῦ Δημοσίου, θὰ διατυπωθῇ ἐν Ἑλλάδι εἰς τὴν τελικὴν του μορφήν. Αἱ ὑπὸ τὴν τελικὴν των

μορφήν προδιαγραφὰι θὰ ὑποβληθοῦν ἐν συνεχείᾳ εἰς τὸ Ἑλληνικὸν Δημόσιον ὡς πρόσκλησις πρὸς ὑποβολὴν Προσφορῶν.

2. Παροχὴ βοήθειας διὰ τὴν ἀξιολόγησιν τῶν ὑποβληθεισῶν Προσφορῶν.

α) Ὁ Σύμβουλος ἐπὶ τῇ αἰτήσεϊ τοῦ Ἑλληνικοῦ Δημοσίου, θὰ ἀφικθῇ εἰς Ἑλλάδα ἵνα βοηθήσῃ τὸ Ἑλληνικὸν Δημόσιον εἰς τὴν ἀξιολόγησιν τῶν ληφθεισῶν προσφορῶν διὰ τὴν Γενικὴν Σχεδίασιν (MASTER PLANNING) τοῦ νέου Ἀερολιμένος Ἀθηνῶν.

3. Παροχὴ Βοήθειας πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ τὴν ἐπίβλεψιν τοῦ Ἀναδόχου ἐκπονήσεως τῆς μελέτης Γενικῆς Σχεδιάσεως (Φάσις II).

Ἡ εἰς τὸ τμήμα τοῦτο τῆς Συμβάσεως ὑπαγομένη ἐργασία περιλαμβάνει:

α) Ἐπανεξέτασιν καὶ ἐπαλήθευσιν τῆς «Τεχνικοοικονομικῆς Μελέτης ἀναπτύξεως τοῦ Διεθνoῦς Ἀερολιμένος Ἀθηνῶν».

Ὁ Σύμβουλος θὰ σχολιάσῃ τὸ εὐλογον τῶν συμπερασμάτων καὶ συστάσεων τῆς μελέτης, τὰς χρησιμοποιηθείσας μεθοδολογίας, τὰς διατυπωμένας προβλέψεις καὶ ἀνάλυσιν κόστους καὶ ἐσόδων, ὡς καὶ τὴν ὁρμότητα τῶν ἀρχικῶν παραδοχῶν. Ἡ ὡς ἂν ἐργασία θὰ ἐκτελεσθῇ παρὰ τοῦ Συμβούλου παραλλήλως πρὸς τὴν ἐργασίαν τοῦ Ἀναδόχου τοῦ Σχεδίου Διατάξεως (MASTER PLAN).

β) Παροχὴ Βοήθειας πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ τὴν ἐπίβλεψιν τῆς Ἐργασίας τοῦ Ἀναδόχου τοῦ Σχεδίου Διατάξεως (MASTER PLAN).

Ἡ ἐργασία αὕτη περιλαμβάνει τὴν ἐνημέρωσιν τοῦ Ἑλληνικοῦ Δημοσίου περὶ τῆς ἐκτελουμένης παρὰ τοῦ Ἀναδόχου ἐργασίας, συμφώνως πρὸς τὰς κατὰ τὴν Φάσιν I διατυπωθείσας προδιαγραφὰς. Εἰδικώτερον, περιλαμβάνει τὴν παρὰ τοῦ Συμβούλου μελέτην καὶ ἀξιολόγησιν τῶν συμπερασμάτων τοῦ Ἀναδόχου, τὴν παρὰ τοῦ Συμβούλου ἀξιολόγησιν τοῦ Ἀναδόχου, ὡς καὶ συστάσεις καὶ καθοδήγησιν διὰ τὴν ἐκτέλεσιν προσθέτων ἐργασιῶν, αἵτινες κρίνονται ἀναγκαῖαι ἐν ὄψει τῶν συμπερασμάτων εἰς τὰ ὁποῖα κατέληξε τὸ ὁλοκληρωθὲν ἔργον.

γ) Χαρακτηρισμὸς ὡς Ἀποδεκτοῦ τοῦ ὑπὸ τοῦ Ἀναδόχου Ἐκπονηθέντος Σχεδίου Διατάξεως (MASTER PLAN).

Ὁ Σύμβουλος θὰ ἐπιβεβαιώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον ὅτι τὸ Σχέδιον Διατάξεως (MASTER PLAN), ὡς τοῦτο ἐξεπονήθη παρὰ τοῦ Ἀναδόχου, εἶναι ἀπὸ πάσης ἀπόψεως ικανοποιητικὸν καὶ δύναται νὰ χρησιμοποιηθῇ ὡς βάση διὰ τὴν ἐκπόνησιν τῶν τελικῶν σχεδίων καὶ προδιαγραφῶν διὰ τὴν ἀνάπτυξιν τοῦ νέου Ἀερολιμένος Ἀθηνῶν.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

**Β. ΘΕΟΔΩΡΟΠΟΥΛΟΣ**

Πρεσβευτὴς Ἑλλάδος

Διὰ τὴν Ἑταιρείαν

**N. D. LEA AND ASSOCIATES LTD**

**R. S. WALLACE**

MANAGER OTTAWA OFFICE

ΠΡΟΣΑΡΤΗΜΑ «Α»

ΤΡΟΠΟΣ ΠΛΗΡΩΜΗΣ

ΦΑΣΙΣ I—ΣΥΝΤΑΞΙΣ ΠΡΟΔΙΑΓΡΑΦΩΝ

α) Ἀρχικὴ πληρωμὴ.

Κατὰ τὸ χρονικὸν διάστημα τὸ μεσολαβοῦν μετὰ τῆς ὑπογραφῆς τῆς παρούσης Συμβάσεως καὶ τῆς ἐνάρξεως ἐργασίας διὰ τὴν Φάσιν I, θέλει καταβληθῇ ἐφ' ἅπαξ ποσὸν ἑξ ἑξαχμίων καναδικῶν δολλαρίων (6.000) εἰς πίστωσιν τοῦ λογαριασμοῦ τῆς Ἑταιρείας **N. D. LEA AND ASSOCIATES LTD** παρὰ τῇ Τραπεζῇ Μόντρεαλ (**BANK OF MONTREAL**), Ὑποκατάστημα **WELLINGTON AND O'**

CONNOR 144 WELLINGTON ST., OTTAWA, ONTARIO, KANADA KIP 5T3.

Εάν η εργασία αρχίτη προ της παραλεύσεως 10 ημερών από της ημερομηνίας έναρξεως ισχύος της παρούσης Συμβάσεως το ποσόν τούτο είναι καταβλητέον την δεκάτην ημέραν από της ημερομηνίας ταύτης.

#### δ) Τελευταία πληρωμή.

Τò ἐκ καναδικῶν δολλαρίων ἐξ χιλιάδων (6.000) ὑπόλοιπον εἶναι καταβλητέον ἅμα τῇ ὑποβολῇ παρὰ τοῦ Συμβούλου πρὸς τὸ Ἑλληνικὸν Δημόσιον τῶν πλήρων προδιαγραφῶν τῆς Φάσεως I. Ἡ πληρωμὴ θὰ γίνη καὶ πάλιν πρὸς τὴν αὐτὴν ὡς ἂν Τράπεζαν.

### ΦΑΣΙΣ II—ΕΠΙΒΛΕΨΙΣ ΠΡΟΜΕΛΕΤΗΣ ΚΑΙ ΣΧΕΔΙΟΥ ΔΙΑΤΑΞΕΩΣ (MASTER PLAN)

1. Πληρωμὴ κατ' ἀποκοπὴν ἀμοιβῆς ἐκ καναδικῶν δολλαρίων εἴκοσι ὀκτὼ χιλιάδων (28.000).

α) Κατὰ τὴν ἡμερομηνίαν έναρξεως τῆς Φάσεως II θὰ καταβληθῇ εἰς τὴν ὡς ἂν Τράπεζαν τῆς Ἑταιρείας N. D. LEA AND ASSOCIATES LTD ἐν Καναδᾷ τὸ ποσὸν τῶν καναδικῶν δολλαρίων δέκα χιλιάδων (10.000).

β) Τò ὑπόλοιπον τῆς κατ' ἀποκοπὴν ἀμοιβῆς ἐκ καναδικῶν δολλαρίων δέκα ὀκτὼ χιλιάδων (18.000) θὰ καταβληθῇ πρὸς τὴν αὐτὴν ὡς ἂν ἐν Καναδᾷ Τράπεζαν τῆς Ἑταιρείας N. D. LEA AND ASSOCIATES εἰς δύο ἰσας δόσεις μετὰ τὴν ἐναρξιν τῶν ἐργασιῶν τῆς Φάσεως II ὡς ἀκολουθῶς:

i) Τò ποσὸν τῶν ὀκτὼ χιλιάδων καναδικῶν δολλαρίων (8.000), μετὰ τρίμηνον ἀπὸ τῆς έναρξεως τῶν ἐργασιῶν τῆς Φάσεως II.

ii) τὸ ποσὸν τῶν δέκα χιλιάδων καναδικῶν δολλαρίων (10.000) μετὰ τὴν ὁλοκληρώσιν τοῦ ἔργου τῆς Φάσεως II ἢ μετὰ παρέλευσιν 12 μηνῶν ἀπὸ τῆς έναρξεως τῶν ἐργασιῶν τῆς Φάσεως II, ἐὰν αἱ ἐργασίαι συνεχίζονται καὶ πέραν τοῦ δωδεκαμήνου, οἷονδήποτε ἐκ τῶν δύο συμβῇ πρῶτον.

2. Προϋπολογισμὸς πληρωμῶν διὰ τὴν Διευθυντὴν Ἔργου, τοὺς Τεχνικοὺς Ἑπιχειρηζόμενους καὶ τὰς ἀμέσους δαπάνας.

Οἱ λογαριασμοὶ διὰ τὰς προϋπολογιστέας πληρωμὰς καὶ δαπάνας θὰ ὑποβάλλονται πρὸς τὸ Ἑλληνικὸν Δημόσιον εἰς τὸ τέλος ἐκάστης μηνιαίας περιόδου, ἀρχῆς γενομένης ἀπὸ τῆς έναρξεως τῆς Φάσεως II. Ἀπαντες οἱ λογαριασμοὶ οὗτοι εἶναι πληρωτέοι κατὰ τὴν ἡμέραν τῆς ἐκδόσεως αὐτῶν. Αἱ πληρωμαὶ αὗται θὰ συνεχισθοῦν μηνιαίως καὶ καθ' ὅλην τὴν διάρκειαν τῆς Φάσεως II. Ἐκαστος λογαριασμός θὰ περιλαμβάνῃ τὴν ἀμοιβὴν τοῦ Διευθυντοῦ Ἔργου καὶ τῶν Τεχνικῶν Ἑπιχειρηζομένων ὡς καὶ ἀπάσας τὰς ἀμέσους δαπάνας αἰτνες ἐγένοντο κατὰ τὴν προηγηθεῖσαν μηνιαίαν χρονικὴν περίοδον. Τὸ πρόγραμμα τούτο καλύπτει καὶ τὴν καταβολὴν τῆς ἀμοιβῆς διὰ τὴν παρασχεθεῖσαν βοήθειαν διὰ τὴν ἐπιλογὴν τοῦ Ἀναδόχου ὅστις θὰ ἀναλάβῃ τὴν Φάσιν II τῆς Μελέτης.

3. Παράτασις τῆς Φάσεως II πέραν τοῦ Δωδεκαμήνου.

Ἐν ἡ περιπτώσει ἡ Φάσις II παραταθῇ πέραν τῶν 12 μηνῶν θὰ καταβληθῇ πρόσθετος μηνιαῖα κατ' ἀποκοπὴν ἀμοιβῇ ὑπολογιζομένη βάσει δέκα τεσσάρων (14) ἀνθρωποεβδομάδων (Ἀρθρον 17, 3α τοῦ Παραρτήματος II) κατ' ἀναλογίαν πρὸς δέκα πέντε χιλιάδας τετρακόσια καναδικὰ δολλάρια (15.400) ἐτησίως. Διὰ τὴν ἀμοιβὴν ταύτην θὰ ἐκδίδονται μηνιαῖοι λογαριασμοὶ διὰ χίλια διακόσια ὀγδοήκοντα τρία καναδικὰ δολλάρια (1.283) ἐκάστοτε, πληρωτέοι ἅμα τῇ ἐκδόσει τῶν.

### ΕΓΓΥΗΣΕΙΣ ΚΑΛΗΣ ΕΚΤΕΛΕΣΕΩΣ

1. Τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως κατὰ τὴν ἐναρξιν τῆς Φάσεως I καταθέσῃ εἰς τὴν Τράπεζαν Μόντρεαλ Ὑποκατάστημα WELLINGTON καὶ Ο' CONNOR, OTTAWA, Καναδᾶν, τὸ ποσὸν τῶν δώδεκα χιλιάδων καναδι-

κῶν δολλαρίων (12.000) μετὰ τὴν ἀνέκκλητον ἐντολὴν ὅπως αὕτη καταβάλῃ εἰς τὸν Σύμβουλον τὸ ποσὸν τῶν ἐξ χιλιάδων καναδικῶν δολλαρίων (6.000) εὐθὺς ὡς ὁ Σύμβουλος παράσχη πρὸς τὸ Ἑλληνικὸν Δημόσιον τραπεζιτικὴν ἐγγύησιν ἐκ καναδικῶν δολλαρίων ἐξ χιλιάδων (6.000) καλύπτουσαν τὴν ἐκτέλεσιν τῆς Φάσεως I, καὶ μετὰ τὴν ἀνέκκλητον ἐπίσης ἐντολὴν ὅπως καταβάλῃ εἰς αὐτὸν καὶ τὸ ὑπόλοιπον ἅμα τῇ ὁλοκληρώσει τῆς Φάσεως I, τούτου διαπιστουμένου διὰ τῆς πρὸς τὴν Τράπεζαν Μόντρεαλ ἐπιστροφῆς τῆς ἐγγυήσεως, καὶ διὰ σχετικῆς εἰδοποιήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Τράπεζαν.

2. Τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως κατὰ τὴν ἐναρξιν τῆς Φάσεως II καταθέσῃ εἰς τὴν Τράπεζαν Μόντρεαλ, Ὑποκατάστημα WELLINGTON καὶ Ο' CONNOR OTTAWA, Καναδᾶς, τὸ πλεόν τῶν εἴκοσι ὀκτὼ χιλιάδων καναδικῶν δολλαρίων (28.000) μετὰ τὴν ἀνέκκλητον ἐντολὴν ὅπως αὕτη καταβάλῃ εἰς τὸν Σύμβουλον τὸ ποσὸν τῶν δέκα χιλιάδων καναδικῶν δολλαρίων (10.000) εὐθὺς ὡς ὁ Σύμβουλος παράσχη πρὸς τὸ Ἑλληνικὸν Δημόσιον τραπεζιτικὴν ἐγγύησιν ἐκ δέκα χιλιάδων καναδικῶν δολλαρίων (10.000) καὶ μετὰ τὴν ἀνέκκλητον ἐπίσης ἐντολὴν ὅπως αὕτη, ἅμα τῇ λήψει εἰδοποιήσεως ἐκ μέρους τοῦ Ἑλληνικοῦ Δημοσίου καταβάλῃ ἐκάστοτε εἰς τὸν Σύμβουλον τὸ ποσὸν συμφωνῶς πρὸς τὸν καθοριζόμενον ἐν τῇ παρούσῃ Συμβάσει Τρόπον Πληρωμῆς (Προσάρτημα Α—Φάσις II—16). Ἡ ὡς ἂν τραπεζιτικὴ ἐγγύησις θὰ ἰσχύσῃ διὰ χρονικὸν διάστημα δώδεκα (12) μηνῶν, ἀλλὰ θὰ ἐπιστραφῇ εἰς τὸν Σύμβουλον πρὸς ἀκύρωσιν ἅμα τῇ ὁλοκληρώσει τῆς Φάσεως II καὶ ἂν ἀκόμη αὕτη συντελεσθῇ πρὸ τῆς συμπληρώσεως δωδεκαμήνου.

3. Τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως κατὰ τὴν ἐναρξιν τῆς Φάσεως II καταθέτῃ παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος ἢ παρ' ἄλλῃ Τραπεζῇ τῆς ἐγκρίσεως ἀμφοτέρων τῶν συμβαλλομένων τὸ εἰς δραχμὰς ἰσοδύναμον τῶν δέκα χιλιάδων καναδικῶν δολλαρίων (10.000).

Ἡ πληρωμὴ αὕτη θὰ ἀκολουθήσῃ τὸν Τρόπον Πληρωμῆς τὸν καθοριζόμενον εἰς τὴν παρ. 2 τοῦ Προσαρτήματος «Α» Φάσις II.

4. Αἱ διὰ τῆς παρούσης Συμβάσεως προβλεπόμεναι δαπάναι τοῦ Συμβούλου ἐν Καναδᾷ διὰ τὰς ὁποίας ὑπεβλήθησαν οἱ σχετικοὶ λογαριασμοὶ πρὸς τὸ Ἑλληνικὸν Δημόσιον θὰ ἐξοφλοῦνται εἰς καναδικὸν νόμισμα παρὰ τῇ Τραπεζῇ Μόντρεαλ, Ὑποκατάστημα WELLINGTON καὶ Ο' CONNOR OTTAWA, Καναδᾶς.

Οἱ Συμβαλλόμενοι  
Διὰ τὸ Ἑλληνικὸν Δημόσιον  
B. ΘΕΟΔΩΡΟΠΟΥΛΟΣ  
Πρεσβευτὴς Ἑλλάδος

Διὰ τὴν Ἑταιρείαν  
N. D. LEA AND ASSOCIATES LTD  
R. S. WALLACE  
MANAGER OTTAWA OFFICE

PREPARATION OF SPECIFICATIONS FOR  
AND SUPERVISION OF PREPARATION OF

A PRELIMINARY STUDY AND MASTER PLAN  
FOR THE NEW ATHINAI INTERNATIONAL AIR-  
PORT AT SPATA - SAGANI OF ATTICA

### CONTRACT

This Contract is made this Eighteenth day of the month of May in the year One Thousand Nine Hundred and Seventy-Two Between The Greek Government (hereinafter referred to as «Hellenic State») duly represented by the Minister of National Economy of the One Part, and N.D.Lea and Associates Ltd., a firm of Consulting Engineers, incorporated under the Laws of British Columbia, in the Dominion of Canada, and

having its office at 130 Albert Street, Ottawa, Ontario, Canada, K1P 5G4 (hereinafter referred to as «Consultant») duly represented by R. S. Wallace.

Whereas Hellenic State has received and accepted in principle the technoeconomical study for the development of Athinai Airport submitted by the successful bidders «Airways Engineering Corp». and Burns and Roe Incor.» and has decided to proceed to the preparation of a detailed Preliminary Study and Master Plan of the works required for the development of a new Athinai Airport at the site of Spata-Sagani of Attica, as located in the technoeconomical study and

Whereas Hellenic State considers that such work is both urgent and important as well as difficult and should be given all appropriate attention in view of the technical progress made in the field of air transport, and wishes to have the preliminary study based on the most recent technical methods and

Whereas Hellenic State is desirous of engaging Consultant to draw up the specifications enabling to call for a bid for the Preliminary Study and Master Plan, to assist Hellenic State in selecting from those firms submitting bid proposals, the Firm which will undertake the work of the Preliminary Study and the Master Plan, and also to assist Hellenic State in checking up this preliminary study during the whole course of its preparation (hereinafter referred to as «the Work»), and

Whereas Consultant has agreed to perform the Work under this Agreement subject to the terms and conditions hereinafter mentioned.

Now it is hereby agreed as follows :

#### Article 1

The General Conditions and Special Conditions hereto appended as I, II and III together with the Annex «A» thereto shall be deemed to form and be read and construed as integral part of the Agreement.

#### Article 2

Inconsideration of the payment to be made by Hellenic State to Consultant as hereinafter mentioned, Consultant hereby agrees to execute and complete the Work in conformity in all respects with the provisions of this Agreement.

#### Article 3

Hellenic State agrees to pay to Consultant in consideration of the execution and completion of the Work the sums mentioned in the Special Conditions hereinabove referred to at the times and in the manner prescribed by this Agreement.

#### Article 4

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 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.

In Witness Whereof the parties hereto have hereunto

signed their names the day and year first hereinabove written.

SIGNED BY

B. THEODOROPOULOS  
Ambassador of Greece  
for Hellenic State

SIGNED BY

R. S. WALLAGE  
Manager Ottawa Office  
for N. D. Lea and Associates Ltd.

### APPENDIX I

#### GENERAL CONDITIONS

##### 1. Technical Services

Consultant shall provide technical services as more specifically described in the Special Conditions.

##### 2. Personnel

(a) Consultant shall employ only personnel who are qualified by their technical or professional or executive experience or background to perform competently all duties which may be assigned to them.

Consultant shall use their best efforts to select and employ personnel who, in the Consultant's judgement, will be reliable and most likely to perform satisfactorily the terms of their employment agreements with the Consultant, and will comply fully with applicable laws and with Hellenic State's policy and rules relating to the conduct and behaviour of foreign personnel in Greece. In selecting personnel for this project Consultant shall give due consideration not only to their professional competence but also to their character and personality.

(b) In the performance of all duties Consultant shall be responsible for the professional conduct of Consultant's personnel and shall, except in relation to activities contrary to the Laws of Greece, have full authority and responsibility for taking any necessary corrective action.

##### 3. Interchange of Data

All technical data in regard to the Work existing whether in the office of Hellenic State, or existing in the office of Consultant, shall be made available to the other party to this Agreement without expense to such party, as the case may be.

##### 4. Inspections by the Hellenic State

Duly authorized Hellenic State representatives shall have access to all records pertaining to the Work and shall make such inspections as may be deemed necessary. The Hellenic State, as required for the efficient prosecution of the project, shall from time to time send their appointed representatives at Hellenic State's expense to visit Consultant in their Ottawa Offices.

##### 5. Extra Work

If Consultant is of the opinion that any work he has been directed to perform is outside of the scope of this Agreement as defined in Appendix II, «Special Conditions» and constitutes extra work, he shall promptly notify Hellenic State in writing of that fact. In the event that Hellenic State determines that such work does constitute extra work, it shall provide extra compensation to Consultant upon a daily pro-rate basis of this contract's established monthly or weekly fees

and expenses, as appropriate for the Consultant's staff performing this work. In the event that Hellenic State and Consultant do not reach mutual agreement on what constitutes extra work or fair and exuitable compensation, the provisions of the Arbitration Clause of this Agreement shall apply.

## 6. Termination or Abandonment

### 6. 1. Termination of Agreement by Hellenic State

(a) Hellenic State may terminate this Agreement upon serving not less than sixty (60) day's notice in writing to Consultant.

(b) Upon receipt of such notice, Consultant will take immediate steps to bring the work to a close in a prompt and orderly manner, and to reduce expenditures to a minimum.

### 6. 2. Termination of Agreement by Consultant

In the event Consultant does not receive progress payments as scheduled in the Special Conditions and Annex «A» attached hereto within twenty-eight (28) days following the due dates specified in this Agreement, such failures will be considered as an act of default and if not corrected within fourteen (14) days following such twenty-eight (28) day period Consultant may without liability immediately cease all work being carried on hereunder recalling their expatriate personnel.

## 7. Force Majeure

In the event of concurrence of major force which would in whole or in part, impede the Consultant 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 Consultant and cannot exceed the part amounts of the analysis set out in ANNEX «A».

In the event that the force majeure would entirely impede the Consultant 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 Consultant to the Hellenic State; the latter shall examine in spirit of justice the payment to the Consultant of the additional actual expenses incurred, provided that the Consultant shall within a time limit of thirty (30) days after the disappearance of the force majeure and the resumption of the work submit their claim in writing or in some way communicate otherwise to the Hellenic State the intention to claim payment for such additional expenses incurred.

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

Any dissension on objects of the present article shall be subjected to the solution of the arbitration dealt with in article 8 below.

## 8. Arbitration

All and any dissension arising between Hellenic State and Consultant 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 National Economy and Mercantile Marine-Transport and Communications.

Under the reserve of the stipulations of the preceding paragraph, any dissension or dispute arising between the contracting parties on account or as a 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 contract parties, is exclusively to be solved through means of the arbitration of three (3) arbitrators, according to the following procedures :

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 dissension 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 prewritten appointment addressed to and communicated to the petitioner, his arbitrator. In the event that either 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 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 intitled 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.

#### 9. Ownership of Data

All designs, drawings, records, reports and other technical data in connection with the Work shall become the property of Hellenic State and shall be handed over to Hellenic State after completion of the Work under this Agreement, or on the sooner defeasance of the Agreement. Generally all the reports and recommendations shall belong to the property of Hellenic State and are of a confidential nature, whereby it is forbidden to the Consultant to divulge to third parties or publish, in whole or in part thereof, the contents or some, unless authorized in writing by the Hellenic State.

#### 10. Care and Diligence

Consultant shall fulfill his obligations resulting from this Agreement using his best technical knowledge, his best care and accepted professional standards.

#### 11. Assignment and Sub-Letting

This Agreement shall not be assigned by Consultant without the written consent of Hellenic State. This Agreement shall not be sublet either in whole or in part without the written consent of Hellenic State and such consent, if given, shall not relieve Consultant of any liability or obligation under the terms of this Agreement.

#### 12. Accounts

Consultant shall keep accurate and systematic records and accounts in respect of the services in such form and detail as is customary in their profession and shall permit Hellenic State to inspect the same, if so reasonably requested.

#### 13. Official Notices.

Official notices from Consultant to Hellenic State shall be addressed :

Ministry of Mercantile Marine-Transport and Communications

Civil Aviation Administration

1 King George Street

Hellenicon - Athens

Greece

Alternative address for cables and telegrams :

Cables : Aeropolit - Athens

Official notices from Hellenic State to Consultant shall be addressed :

N. D. Lea AND Associates Ltd.

614 - 130 Albert Street

Ottawa, Ontario

Canada

K1P 5G4

Alternative address for cables

Leaconsult, Ottawa

Notices shall be effective when received.

All official correspondence within Greece shall be sent by first class mail and all official correspondence between

Canada and Greece shall be sent by first class air mail or cable.

SIGNED BY

B. THEODOROPOULOS

Ambassador of Greece  
for the Hellenic State

SIGNED BY

R. S. WALLACE

Manager Ottawa Office.  
for N. D. Lea and Associates Ltd.

### APPENDIX II

#### SPECIAL CONDITIONS

##### 1. Services to be Rendered

This contract envisages two phases :

(a) Preparation of Specifications (Phase I).

(b) Assistance in Selection of Firm to Conduct Phase II of Study.

(c) Assistance in Supervision of Preparation of Preliminary Study and Master Plan (Phase II).

(a) Preparation of Specifications

Upon execution of this Agreement and subject to conditions of Annex «A» Consultant shall immediately commence Preparation of Specifications, and subject to the terms of this Agreement shall within one (1) month of the date of execution of this Agreement provide to Hellenic State six (6) copies of a draft specification (Terms of Reference) which will be in a form satisfactory for Hellenic State to call for tenders from such organizations as they deem fit for the provision to them of a Preliminary Study and Master Plan of the new Athinai International Airport at Spata - Sagani of Attica.

This work will be done by two qualified engineers visiting Athens for about three (3) weeks. They will bring with them draft Terms of Reference and will carefully explore the requirements of Hellenic State and the alternatives possible. This team will then prepare Terms of Reference in final form and review them with Hellenic State. Back up staff, as described for the supervision phase, will be available in Canada for consultation as required.

(b) Assistance in Selection of Firm to Conduct Phase II of Study

After completion of Phase I, Hellenic State will advertise its request for tender proposals, from qualified Firms, in accordance with the specifications prepared in Phase I for the planning study and preparation of a master plan in Phase II. Upon closing of tenders, Hellenic State shall analyse these proposals and make a preliminary selection of a Firm. At that time Hellenic State can request Consultant to come to Athens (Mr Lea and/or Dr Wallace) under the conditions of payment provided in Appendix II par. 7 3c Professional Fees for Technical Resource e.t.c. to review the proposals and assist in the selection of a Firm.

(c) Assistance in Supervision of Preparation of Preliminary Study and Master Plan

Upon completion of Phase I and completion of selection of Firm, Consultant shall make available upon one (1) month's notice by Hellenic State a Project Manager of high experience in the subject of this agreement to act exclusively as the Agent of Hellenic State to assist Hellenic State in supervising and evaluating the preparation of the Preliminary Study and Master Plan. The duration of the Project Manager's assignment

will be determined by Hellenic State with a minimum time of nine (9) continuous months. The duties of the Project Manager shall include advising Hellenic State in all matters concerning the providing of supervision of technical work to, and evaluating the contract performance of the organization or organizations engaged by Hellenic State to prepare the Preliminary Study and Master Plan and in so doing shall also assist in the coordination of the work of such organization or organizations with any related work as may be required by Hellenic State.

The Project Manager and Consultant will accept responsibility for the results of his recommendations insofar as they are adopted. Where the recommendations are not accepted by Hellenic State then the Project Manager and Consultant will not be responsible for the following outcome and the guarantee of performance will not apply to the effected activity. Consultant is entitled to call upon, when necessary, such other technical assistance, subject to the previous approval of the Hellenic State and in accordance with the terms of this agreement. It is understood and agreed that this contract does not envisage the provision of any service for supervision or otherwise of any actual construction but that such services, if requested shall be the subject of a separate agreement.

## 2. Canadian Resources

In addition to the two-man team engaged in preparing specification (Phase I) and selection of Firm, and the Project Manager (Phase II), the use of additional technical resources to aid in the successful performance of the contract shall be recommended by Consultant. Should these recommendations by Consultant to Hellenic State not be implemented then Consultant will not be responsible for the following outcome and the guarantee of performance will not apply to the affected activity.

## 3. Time Schedule

Consultant shall conduct the work under this Agreement in accordance with the following time schedule.

### 3. 1. Preparation of Specifications (Phase I)

Specifications for the Preliminary Study and Master Plan shall be completed within one (1) month of the date of notification by Hellenic State to Consultant to proceed with Phase I, subject to the conditions of Annex "A".

### — 3. 2. Assistance in Selection of Firm to Conduct Phase II of Study.

Within five (5) days of receipt of request by Hellenic State to Consultant to assist in final selection of Firm, (Section I (b)), Consultant shall arrive in Athens to aid in the Firm's selection for conduct of the Preliminary study and Master Plan. The method of payment for this activity is described in Section 7.2. of this Appendix.

### 3. 3. Supervision of Preliminary Study and Master Plan (phase II)

One (1) month's written notice will be given by Hellenic State to Consultant to proceed with initiation of Phase II work. Subject to the terms and conditions of this Agreement, Consultant will provide continuous assistance in supervision from the start to the end of Phase II, subject to Section 1 (c) of the Appendix.

## 4. Hellenic State Furnished Information

Hellenic State shall arrange for Consultant to have ready access to all available pertinent data, reports, maps, studies, etc. as may be required by Consultant

to successfully carry out the work. Copies of such information shall be provided to Consultant using photocopying where necessary and as required, Hellenic State shall provide such information to Consultant in English where practical. There will be no charge to Consultant for such information.

Hellenic State shall also provide personnel of their choice to review the draft specifications as called for in Article 1, of this appendix. This review shall be completed during the one (1) month period assigned to the Phase I activity.

## 5. Hellenic State Agency cooperation

In connection with work by Consultant which requires the cooperation of Hellenic State, or other public-agencies, Hellenic State will provide liaison and will ensure that Consultant has access to all information required for the completion of the services. Such cooperation shall be provided without cost to Consultant.

## 6. Facilities for Consultant

Hellenic State will :

6. 1. Exempt Consultant and Canadian personnel from all resident and local taxes including income tax returns in Greece with respect to salaries, fees, allowances and other emoluments, arising from this Agreement, and with respect to any income of Canadian personnel arising outside of Greece as it is provided by the Hellenic law N.D. 916/72 «about modification and completion of the Law 4471/61 concerning general measures for assisting the development of the National Economy» (issued in the Official Gazette 137/14-7-1971).

### 6. 2. Provide :

a. All permits, licences, and other such documents required to enable Canadian personnel to carry out their respective responsibilities in Greece, and

b) All export and exit permits required for the return of any of the materials, equipment or effects (including personal effects) which are the property of, or are provided by, the Government of Canada, Consultant or individual Canadians employed on the Project.

— 6. 3. Provide access to those parts of Greece required to enable Canadian personnel to carry out their responsibilities in Greece.

6. 4. Provide without charge the following : Suitable and satisfactory to Consultant office space with the required translation, clerical and secretarial service for Canadian personnel in Greece.

## 7. Payment

### 7. 1. Preparation of Specifications (Phase I)

In consideration of Consultant preparing specifications, and subject to the conditions of Article 4 of this Appendix, Hellenic State shall pay Consultant the sum of Twelve Thousand Canadian Dollars (\$ 12.000) at the time and in the manner set forth in Annex "A". It is understood that, subject to the conditions of Article 4 of this Appendix, such payment shall be inclusive of all Consultant's expenses of any nature and kind.

### 7. 2. Assistance in Selection of Firm to Conduct Phase II of Study.

In consideration of Consultant providing assistance to Hellenic State in selecting Firm to carry out the Phase II Preliminary Study and Master Plan, as described in Section 3.2 of Appendix II, and considering that the required amount of professional time of Consultant is unknown, the cost to Hellenic State shall be calculated as the sum of Consultant related expenses

and professional fees for the man-days expended on this activity. The fee schedule shall be as for Technical Resource Experts in Section 7. 3. (c) of Appendix II.

### 7. 3. Supervision of Preparation of Preliminary Study and of Master Plan (Phase II).

In consideration of Consultant providing supervision of the Preliminary Study and Master Plan, Hellenic State shall pay to Consultant, at the time and in the manner set forth in Annex "A", the following :

#### a. Fixed Fee

A fixed fee of Twenty-eight Thousand Canadian Dollars (\$ 28.000), which sum includes the cost to Hellenic State of fourteen (14) man weeks (which was referred to as «Limited Time» in the proposal) of Technical Resource Expert service, in Canada, if required, for the first twelve (12) months of Phase II work. continue beyond one (1) calendar year, then an additional monthly Fixed fee will be charged at the Pro-rated cost of Fifteen Thousand, and Four Hundred Canadian Dollars (\$ 15.400) per annum».

#### b. Professional Fees for Project Manager On-Site in Athens

The sum of Four Thousand Canadian Dollars (\$ 4.000) per month through out his staying in Athens during the Phase II for the provision by Consultant of a Project Manager.

#### c. Professional Fees for Technical Resource Experts in Canada and On-Site in Athens

The sum of Nine Hundred Canadian Dollars (\$ 900) will be charged by Consultant for each week of service performed by each Technical Resource Expert Assigned on this Project. This rate applies for all work in Greece and for that portion of such work in Canada additional to the specified number of man days referred to as «Limited Work» in Section 7.3. of this Appendix.

In addition, in accordance with normal Canadian consulting practice, on project where considerable time is spent travelling to and from the actual site of the work, the weekly fees and expenses will apply to such travelling time between Consultant's offices in Canada and Athens, return. For example, when Consultant spends one (1) day travelling to Athens and one (1) day returning to his office in Canada, two-fifths (2/5) of the weekly professional fee will be charged for this travel time.

#### d. Direct Expenses of Project Manager and Other Technical Resource Experts

##### i) Round trip economy class air fare between Canada and Athens

—One such air fare for the Project Manager.

—One such air fare for each additional technical expert on site in Athens, each time such expert is required in Athens

##### ii) Local housing, living and transportation expenses in Athens

—An amount of Twenty-four Thousand (24.000) Drachmas per month will be applied towards the Local housing, living and transportation costs of the Project Manager in Athens, such sums to be provided throughout his staying in Athens.

—A per diem amount of One Thousand five Hundred (1.500) Drachmas will be paid to Consultant for each technical resource expert's local living expenses and local (within Athens city limits) transportation while in Greece.

### 7.4. Definitions and Clarifications Related to Phase II Payments

a. «Month» is one calendar month.

b. «Week» consists of five (5)-71/2 hour working days in each seven (7) day period, Greek Statutory holidays included.

#### 8. Replacement due to illness

If, at the discretion of Consultant, either the Project Manager or any other technical resource expert in Athens should be recalled to Canada due to serious and/or extended illness, then Consultant shall bear all costs involved in recalling such person (a) and providing replacement with other person(s) of equal skill.

#### 9. Modifications of the Agreement

For any change of the terms of this Agreement a supplementary Agreement must be signed by both parties. This new Agreement will be within the frames of the original.

#### SIGNED BY

B. THEODOROPOULOS

Ambassador of Greece  
for the Hellenic State

#### SIGNED BY

R. S. WALLACE

Manager Ottawa Office  
for N. D. Lea and Associates Ltd.

### APPENDIX III

#### WORK PROGRAM

The following presents the frame work of the work program of Consultant. This Program can be modified after a mutual agreement and in accordance with the real needs of the Project.

##### Items of Work

##### 1. Preparation of Specifications (Phase I)

a. In cooperation with Hellenic State, Consultant will develop the procedures for most efficiently calling for proposals by firms for the preparation of the preliminary study, master plan and in general all the master planning activities.

b. Consultant will prepare a draft specification describing the contract conditions, methods of payment, performance standards expected, and the items of work to be included in the specifications describing the work items to be performed by the selected Firm. This draft specification will be brought to Greece and there, with the aid of Hellenic State finalized. The finalized specification will then be presented to Hellenic State as a Request for Proposals.

##### 2. Assistance in Evaluation of Proposals

At the time requested by Hellenic State, Consultant will travel to Athens to assist Hellenic State in the evaluation of the received proposals for the Master Planning of the new Athina Airport.

##### 3. Assist Hellenic State in the Supervision of Firm Carrying Out the Master Planning Activities (Phase II)

The work to be included in This Section of the contract includes :

a. Review and Verify the «Techno-Economic Development Study, Athina International Airport».

Consultant will comment on the reasonableness of the report's conclusions and recommendations, the methodologies employed, the resultant forecasts and cost revenue analysis, and the validity of the initial assumptions. The above work will be conducted by Consultant parallel to the work of Firm conducting the Master Plan.

— b. Assist Hellenic State in the Supervision of Firm in its Master Planning Study.

This work item entails advising Hellenic State of the work being performed by Firm in accordance with the specifications prepared in Phase I. It specifically includes the review and evaluation of Firm's findings by Consultant. Consultant's evaluation of Firm and recommended guidance in the conduct of any additional work considered necessary in light of findings of the completed work.

c. Acceptability of the Master Plan As Developed by Firm

Consultant will confirm to Hellenic State that the Master Plan as developed by Firm is in every way satisfactory to be used as a basis for the preparation for the final plans and specifications for the new Athina Airport development.

SIGNED BY

B. THEODOROPOULOS

Ambassador of Greece  
for the Hellenic State

SIGNED BY

R. S. WALLACE

Manager Ottawa Office  
for N. D. Lea and Associates Ltd.

#### ANNEX «A»

#### PAYMENT SCHEDULES

##### Phase I - Preparation of Specifications

###### a. Initial Payment

Between the date of the signing of this Agreement and the commencement of the start of work on Phase I, a lump sum payment of Six Thousand Canadian Dollars (\$ 6.000) is to be paid to the account of N.D. Lea and Associates Ltd. in the Bank of Montreal, Wellington and O'Connor Branch, 144 Wellington Street, Ottawa, Ontario, Canada K1P 5T3. Should the strating date be less than ten (10) days after the signing of this Agreement, then the due date for the initial payment will be ten (10) days from the signing of this Agreement.

###### b. Final Payment

The final payment of Six Thousand Canadian Dollars (\$ 6.000) is due upon presentation by Consultant to Hellenic State of the completed Phase I specifications Payment is to be made to the above named Bank. Phase II - Supervision of preliminary Study and Master Plan

1. Fixed Fee Payment (Twenty-eight Thousand Dollars (Canaddian) (\$ 28.000).

a. At the date of starting Phase II, Ten Thousand Dollars (Canadian) (\$ 10.000) is due to be paid to N.D. Lea and Associates Ltd's abovenamed Bank in Canada.

b. The balance of the Fixed Fees, Eighteen Thousand Dollars (Canadian) (\$ 18.000) is to be paid into the account of N.D. Lea and Associates Ltd., at the abovenamed Bank in two equal instalments after the start of Phase II as follows :

i) Eight Thousand Dollars (Canadian) (\$ 8.000) after three months from the beginning of Phase II.

ii) Ten Thousand Dollars (Canadian) (\$ 10.000) after the completion of Phase II or at the end of twelve

(12) months from the beginning of phase II, which ever occurs first.

###### 2. Progress Payments for Project Manager and Technical Resource Experts and Direct Expenses

Billings for progress payments and expenses will be submitted to Hellenic State at the end of each monthly period starting with the commencement of Phase II. All such statements are due upon date of billing. These payments will continue on a monthly basis for the duration of Phase II.

Each bill will be for professional service by the Project Manager and the Technical Resource Experts plus all direct expenses incurred during the previous month period. This schedule includes payment for assistance in selection of Firm to conduct Phase I of the Study.

###### 3. Continuation of Phase II Beyond Twelve (12) Months

In the event that Phase II continues longer than twelve (12) months, an additional monthly Fixed Fee will be charged, based on fourteen (14) manweeks (Section 7.3a of Appendix 11) at the rate of Fifteen Thousand and Four Hundred Dollars Canadian (15.400) per annum. Such fees will be billed at the rate of One Thousand Two Hundred and Eighty Three Dollars Canadian (\$ 1.283) per month and will be due upon date of billing.

#### GUARANTEES OF PERFORMANCE

1. At the beginning of Phase I Hellenic State agrees to place in the Bank of Montreal, Wellington and O'Connor Branch, Ottawa, Canada, the sum of Twelve Thousand Dollars (Canadian) (\$ 12.000) with irrevocable instructions to release the sum of Six Thousand Dollars (Canadian) (\$ 6.000) upon Consultant providing to Hellenic State a Bank Guarantee in the amount of Six Thousand Dollars (Canadian) (\$ 6.000) covering Phase I, and a further irrevocable Direction to relase the balance of the funds upon completion of Phase I as evidenced by the return to the said Bank of Montreal of the Bank Guarantee and after a notification from the Hellenic State to the Bank.

—2. At the beginning of Phase II Hellenic State agrees to place in the Bank of Montreal, Wellington and O'Connor Branch, Ottawa, Canada, the sum of Twenty-eight Thousand Dollars (Canadian) (\$ 28.000) with irrevocable instructions to release the sum of Ten Thousand Dollars (Canadian) (\$ 10.000) upon Consultant providing to Hellenic State a Bank Guarantee in the amount of Ten Thousand Dollars (Canadian) (\$ 10.000) and with further irrevocable instructions to release the sum upon notification of the Hellenic State to the Bank according to the payment schedule of this agreement. The said Bank Guarantee will be for a period of twelve (12) months but shall be returned to Consultant for cancellation at the completion of Phase II should the completion date be prior to the expiry of Twelve (12) months.

3. Hellenic State agrees to deposit at the commencement of Phase II a sum of money in Hellenic Currency equivalent to the sum of Ten Thousand Dollars (Canadian) (\$ 10.000) in the Bank of Greece or such other Bank mutually acceptable to the parties. This payment will follow the payment schedule stated in paragraph 2 of Annex A phase II.

4. The expenses envisaged by this contract incurred by Consultant in Canada and billed to Hellenic State shall be payable in Canadian Currency at the

Bank of Montreal, Wellington and O'Connor Branch, Ottawa, Canada.

SIGNED BY

B. THEODOROPOULOS  
Ambassador of Greece  
for the Hellenic State

SIGNED BY

R. S. WALLACE  
Manager Ottawa Office  
for N.D. Lea and Associates Ltd.



# Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Ἡ ἔτησίᾳ συνδρομὴ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶς πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

### Α. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

|                                                                |       |       |
|----------------------------------------------------------------|-------|-------|
| 1. Διὰ τὸ Τεύχος Α' .....                                      | Δραχ. | 400   |
| 2. » » » Β' .....                                              | »     | 350   |
| 3. » » » Γ' .....                                              | »     | 300   |
| 4. » » » Δ' .....                                              | »     | 500   |
| 5. » » » Πράξεις Νομικῶν Προσώπων<br>Δ.Δ. κ.λ.π. ....          | »     | 300   |
| 6. » » Παράρτημα .....                                         | »     | 200   |
| 7. » » Δελτίον Ἀνωνύμων Ἐταιρειῶν κ.λ.π. ...                   | »     | 750   |
| 8. » » Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς<br>Ἰδιοκτησίας ..... | »     | 200   |
| 9. Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ<br>Δελτία .....    | »     | 2.500 |

Οἱ Δήμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἕμισιον τῶν ἀνωτέρω συνδρομῶν.

ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ τοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογούν τὰ ἑξῆς ποσά:

|                                                               |       |       |
|---------------------------------------------------------------|-------|-------|
| 1. Διὰ τὸ Τεύχος Α' .....                                     | Δραχ. | 20.—  |
| 2. » » » Β' .....                                             | »     | 17,50 |
| 3. » » » Γ' .....                                             | »     | 15.—  |
| 4. » » » Δ' .....                                             | »     | 25.—  |
| 5. » » » Πράξεις Νομικῶν Προσώπων<br>Δημ. Δικαίου κ.λ.π. .... | »     | 15.—  |
| 6. » » Παράρτημα .....                                        | »     | 10.—  |
| 7. » » Δελτίον Ἀνωνύμων Ἐταιρειῶν .....                       | »     | 37,50 |
| 8. » » Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας ..                  | »     | 10.—  |
| 9. » » Δι' ἅπαντα τὰ τεύχη .....                              | »     | 125.— |

### Β. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 ἕως 40 σελ. δραχ. 5, ἀπὸ 41 ἕως 80 σελ. δραχ. 10, ἀπὸ 81 σελ. καὶ ἀνω ἡ τιμὴ πωλήσεως ἑκάστων φύλλων προσανέχεται κατὰ δραχ. 10 ἀνὰ 80 σελίδας.

### Γ. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

#### Ι. Εἰς τὸ Δελτίον Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης:

##### Α. Δημοσιεύματα Ἀνωνύμων Ἐταιρειῶν

|                                                                                                                                                                                                                                                                            |       |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 1. Τῶν δικαστικῶν πράξεων .....                                                                                                                                                                                                                                            | Δραχ. | 200   |
| 2. Τῶν καταστατικῶν Ἀνωνύμων Ἐταιρειῶν ...                                                                                                                                                                                                                                 | »     | 5.000 |
| 3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν<br>Ἀνωνύμων Ἐταιρειῶν .....                                                                                                                                                                                                      | »     | 1.000 |
| 4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς<br>γενικὰς συνελεύσεις, τῶν κατὰ τὸ ἀρ-<br>θρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων,<br>ὡς καὶ τῶν ἀνακοινώσεων τῶν προβλε-<br>πομένων ὑπὸ τοῦ ἀρθρου 59 παρ. 3 τοῦ<br>Ν.Δ. 400/70 περὶ Ἀλλοδοτικῶν Ἀσφαλι-<br>στικῶν Ἐταιρειῶν. .... | »     | 500   |
| 5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάνυσιν Ἀνω-<br>νύμων Ἐταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939. ....                                                                                                                                                                                 | »     | 100   |
| 6. Τῶν ἰσολογισμῶν τῶν Ἀνωνύμων Ἐταιρειῶν. ....                                                                                                                                                                                                                            | »     | 2.000 |
| 7. Τῶν συνοπτικῶν μηνιῶν καταστάσεων τῶν<br>Τραπεζικῶν Ἐταιρειῶν .....                                                                                                                                                                                                     | »     | 500   |
| 8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων<br>τῶν Ἀσφαλιστικῶν Ἐταιρειῶν .....                                                                                                                                                                                             | »     | 300   |
| 9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς<br>ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν Ἀσφα-<br>λιστικῶν Ἐταιρειῶν, ὡς καὶ τῶν ἐκθέσεων<br>περιουσιακῶν στοιχείων .....                                                                                                                | »     | 2.000 |
| 10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς<br>ἀντιπροσώπων ἐν Ἑλλάδι ἄλλοδαπῶν<br>Ἐταιρειῶν, ὡς καὶ τῶν ἀποφάσεων περὶ<br>μεταβιβάσεως τοῦ χαρτοφυλακίου Ἀσφα-<br>λιστικῶν Ἐταιρειῶν κατὰ τὸ ἀρθρον 59<br>παρ. 1 τοῦ Ν.Δ. 400/70 .....                                     | »     | 1000  |
| 11. Τῶν ἀποφάσεων περὶ συγχωρήσεως Ἀνω-<br>νύμων Ἐταιρειῶν .....                                                                                                                                                                                                           | »     | 5.000 |

12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρημα-  
τιστηρίου περὶ εἰσαγωγῆς χρεωγράφων  
εἰς τὸ Χρηματιστήριον πρὸς διαπραγμα-  
τευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ  
ἀρθρου 2 παρ. 3 Α.Ν. 148/67 ..... Δραχ. | 500 |

13. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς κεφαλαιαγο-  
ρᾶς περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ  
Χρηματιστηρίου, συμφώνως πρὸς τὰς  
διατάξεις τοῦ ἀρθρου 2 παρ. 4 Α.Ν. 148/  
67 ..... » | 500 |

##### Β. Δημοσιεύματα Ἐταιρειῶν Περιορισμένης Εὐθύνης

|                                                              |       |     |
|--------------------------------------------------------------|-------|-----|
| 1. Τῶν καταστατικῶν .....                                    | Δραχ. | 500 |
| 2. Τῶν τροποποιήσεων τῶν καταστατικῶν ....                   | »     | 200 |
| 3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων .....                    | »     | 100 |
| 4. Τῶν ἰσολογισμῶν .....                                     | »     | 500 |
| 5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοι-<br>χείων ..... | »     | 500 |

##### Γ. Δημοσιεύματα Ἀλληλασφαλιστικῶν Συν- εταιρισμῶν—Ἀλληλασφαλιστικῶν Ταμείων

|                                                                                                                                             |   |     |
|---------------------------------------------------------------------------------------------------------------------------------------------|---|-----|
| 1. Τῶν Ὑπουργικῶν ἀποφάσεων περὶ χορηγί-<br>σεως ἀδείας λειτουργίας Ἀλληλασφαλιστι-<br>κῶν Συνεταιρισμῶν—Ἀλληλασφαλιστικῶν<br>Ταμείων ..... | » | 500 |
| 2. Τῶν ἰσολογισμῶν τῶν Ἀλληλασφαλιστικῶν<br>Συνεταιρισμῶν—Ἀλληλασφαλιστικῶν<br>Ταμείων .....                                                | » | 500 |

##### ΙΙ. Εἰς τὸ Δ' Τεύχος καὶ Παράρτημα

|                                                                         |   |     |
|-------------------------------------------------------------------------|---|-----|
| 1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ<br>λοιπῶν δημοσιεύσεων ..... | » | 200 |
| 2. Τῶν ἀδειῶν πωλήσεως ἱαματικῶν ὑδάτων ...                             | » | 500 |

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης ἐν γένει ὁρίσθη εἰς 5%.

### Δ. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ—ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεία ἑαυτῇ ἀποδεικτικῇ εἰσπράξεως, ὅπου, μερίμνη τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλωνται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Διαδυνάστου τοῦ Ἐθνικοῦ Τυπογραφείου.

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, ὅπου ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὀριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) καὶ 178048/5321/31.7.65 (ΡΟΝΕΟ 139) ἐγκυκλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. Ἐπὶ συνδρομῶν ἐξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστὸν.

Ο ΠΡΟ-ΕΣΤΑΜΕΝΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε. Τ.

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ