



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
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ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
Ι Ι Ι

Περὶ παροχῆς ὑπηρεσιῶν Συμβούλου σχετικῶν πρὸς τὰς μελέτας καὶ τὴν σύνταξιν σχεδίων διὰ τὴν προτεινομένην ἐπέκτασιν τοῦ Ὑπογείου Σιδηροδρόμου Ἀθηνῶν.

ΣΥΜΒΑΣΙΣ

Ἡ παροῦσα Σύμβασις συνομολογεῖται σήμερον τὴν 7ην Μαΐου τοῦ ἔτους 1973, ἐν Ἀθήναις, μεταξὺ τῆς Ἑλληνικῆς Κυβερνήσεως (ἐφεξῆς ἀποκαλουμένης Ἑλληνικὸν Δημόσιον), νομίμως ἐκπροσωπούμενης παρὰ τῶν Ὑπουργῶν παρὰ τῷ Πρωθυπουργῷ ἐπὶ Προγραμματισμοῦ καὶ Κυβερνητικῆς Πολιτικῆς καὶ Ναυτιλίας, Μεταφορῶν καὶ Ἑπικοινωνιῶν, Κωνσταντίνου Παπαδοπούλου καὶ Ὁρέστη Γιάκα, ἀντιστοίχως, δυνάμει τοῦ Ν. Δ. 916/71 καὶ τῶν ὑπ' ἀριθ. 2 ἀπὸ 22-2-1973 καὶ 8 ἀπὸ 4-4-73 ἀποφάσεων τοῦ Κυβερνητικοῦ Πολιτικοῦ Συμβουλίου καὶ ἀφ' ἑτέρου τῶν Ἑταιρειῶν (ἐφεξῆς ἀποκαλουμένων ὁ Σύμβουλος): DELEUW, CATHEN INTERNATIONAL, INC., Ἑταιρείας Συμβούλων Μηχανικῶν συσταθείσης κατὰ τὴν νομοθεσίαν τῆς Πολιτείας ILLINOIS τῶν ΗΠΑ, ἐδρευούσης ἐν CHICAGO, ILLINOIS, ΗΠΑ, διεύθυνσις 165, W. WACKER DRIVE, νομίμως ἐκπροσωπούμενης παρὰ τοῦ GEORGE M. COOKSON καὶ τῆς WILBUR SMITH AND ASSOCIATES, INC. Ἑταιρείας Συμβούλων Μηχανικῶν, συσταθείσης κατὰ τοὺς Νόμους τῆς Πολιτείας DELAWARE τῶν ΗΠΑ, ἐδρευούσης ἐν COLUMBIA, S. C., 29202, ΗΠΑ, διεύθυνσις 4500, JACKSON BOULEVARD, νομίμως ἐκπροσωπούμενης παρὰ τοῦ JAMES D. DECKER, ὡς δευτέρου συμβαλλομένου μέρους.

Ἐπειδὴ τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμεῖ νὰ προσλάβῃ Σύμβουλον ὅπως οὗτος παράσχῃ αὐτῷ συμβουλευτικὰς ὑπηρεσίας ἀναγκαζομένας διὰ τὴν μελέτην καὶ κατασκευὴν δικτύου ὑπογείου σιδηροδρόμου Ἀθηνῶν (METRO), ὁπως καταρτίσῃ σχέδιον Γενικῆς Διατάξεως (MASTER PLAN), ὡς καὶ μελέτην σκοπιμότητος (FEASIBILITY STUDY), περιλαμβανομένων καὶ τῶν σχετικῶν ἐρευνῶν, ὅπως συντάξῃ προδιαγραφὰς ἐπὶ τε τῆς προμελέτης καὶ τῆς ὁριστικῆς μελέτης, ὅπως οὗτος βοηθήσῃ τὸ Ἑλληνικὸν Δημόσιον εἰς τὴν ἐπιλογὴν τῶν μελετητῶν καὶ τὴν ἐπιβλεψὴν τῆς συντάξεως τῆς προμελέτης καὶ ἐνδεχομένως τῆς ὁριστικῆς μελέτης καὶ τὴν παροχὴν συμβουλῶν καὶ ἄλλων εἰδικῶν γνώσεων ἀπαιτουμένων διὰ τὴν συμπλήρωσιν τῆς προμελέτης καὶ ἐνδεχομένως τῆς ὁριστικῆς μελέτης (ἐφεξῆς ἀποκαλουμένων τὸ Ἔργον), καὶ

Ἐπειδὴ τὸ Ἑλληνικὸν Δημόσιον φρονεῖ ὅτι τὸ Ἔργον τοῦτο εἶναι ἐπείγον καὶ σημαντικὸν καὶ ἐξ αὐτῶν δέον

νὰ τύχῃ πάσης δυνατῆς προσοχῆς, ἐν ὧσιν καὶ τῶν τεχνικῶν προόδων, αἵτινες ἐπετεύχθησαν εἰς τὸν τομέα τῶν ἀστικῶν μεταφορῶν, ἐπιθυμεῖ δὲ ὅπως αἱ σχετικαὶ μελέται καὶ τὰ σχέδια καταρτισθοῦν βάσει τῶν τελευταίων τεχνικῶν μεθόδων, καὶ

Ἐπειδὴ ὁ Σύμβουλος συμφωνεῖ, ὅπως ἀναλάβῃ τὴν ἐκτέλεσιν τοῦ Ἔργου βάσει τῆς παρούσης Συμβάσεως, καὶ ὑπὸ τοὺς ἐν αὐτῇ ὅρους, συμφωνίας καὶ προϋποθέσεις.

Συμφωνήθησαν διὰ τῆς παρούσης τὰ κάτωθι:

Ἄρθρον 1.

Οἱ Γενικοὶ καὶ Εἰδικοὶ Ὅροι, συνημμένοι τῇ παρούσῃ ὡς Παραρτήματα ὑπ' ἀριθ. Ι καὶ ΙΙ ἀντιστοίχως, θεωροῦνται καὶ ἀποτελοῦν ἀναπόσπαστον μέρος τῆς παρούσης Συμβάσεως.

Ἄρθρον 2.

Ἐναντι τῶν γενησομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς τὸν Σύμβουλον χρηματικῶν καταβολῶν, ὡς αὗται καθορίζονται ἐν τῷ Παραρτήματι Η ὑπὸ τὸν τίτλον «Εἰδικοὶ Ὅροι», ὁ Σύμβουλος συμφωνεῖ διὰ τῆς παρούσης, ὅπως ἐκτελέσῃ καὶ ὁλοκληρώσῃ τὸ Ἔργον κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως καὶ τῶν Παραρτημάτων αὐτῆς.

Ἄρθρον 3.

Τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ, ὅπως καταβάλῃ εἰς τὸν Σύμβουλον διὰ τὴν ἐκτέλεσιν καὶ ὁλοκληρώσιν τοῦ Ἔργου τὰ εἰς τοὺς κατὰ τὰ ἀνωτέρω (ἄρθρον 1) Εἰδικούς Ὅρους ἀναγραφόμενα ποσὰ καὶ καθ' ἕνα χρόνον καὶ τρόπον ἢ παροῦσα Σύμβασις ὁρίζει.

Ἄρθρον 4.

Ὁ Σύμβουλος θέλει ὁρίσει Διευθυντὴν Ἔργου ὡς ἐκτελεστὴν τῆς Συμβάσεως, πλήρως ἐξουσιοδοτημένον ὑπ' ἀμφοτέρων τῶν Διοικητικῶν Συμβουλίων τῶν ἀπαρτιζουσῶν τὸν Σύμβουλον Ἑταιρειῶν, ὅπως ἐνεργῇ ὑπ' εὐθύνην καὶ διὰ λογαριασμὸν τοῦ Συμβούλου, τυγχάνει ἀντικλητος αὐτοῦ καὶ ἐκπροσωπῇ τοῦτον εἰς πᾶσαν σχέσιν μετὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 5.

Ὡς τμήμα τοῦ ἐκτελεσθησομένου ὑπὸ τοῦ Συμβούλου Ἔργου, ὡς τοῦτο καθορίζεται λεπτομερῶς ἐν Παραρτήματι ΙΙ ὑπὸ τὸν τίτλον «Εἰδικοὶ Ὅροι», ὁ Σύμβουλος ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου θὰ ἐκπονήσῃ μελέτην Γενικῆς Διατάξεως (MASTER PLAN) καὶ μελέτην σκοπιμότητος: (FEASIBILITY). Ἡ ἐκτίμησις τῶν μελετῶν τούτων ὡς καὶ ὁ τρόπος καὶ τὸ ὕψος τῆς ἀπο-

ζημιώσεως δι' αὐτάς, καθ' ὃ μέρος ταῦτα δὲν καλύπτονται ὑπὸ τῶν διατάξεων τῆς παρούσης συμβάσεως καὶ τῶν κατ' ἄρθρον I συνημμένων Παραρτημάτων αὐτῆς, θέλουσι συμφωνηθῇ μετὰ τὴν ἐναρξίν τοῦ κατὰ τὴν παρούσαν Σύμβασιν Ἔργου τοῦ Συμβούλου, κατὰ τὰ διὰ τῆς παραγρ. 5 τοῦ συνοδούντος τὴν παρούσαν Παραρτήματος I καθοριζόμενα.

Ἄρθρον 6.

Ἡ παρούσα Σύμβασις, ἐν ὅψει καὶ τοῦ ἀντικειμένου αὐτῆς, ὑπάγεται εἰς τὰς διατάξεις τοῦ Ν.Δ. 916/71 «περὶ τροποποιήσεως καὶ συμπληρώσεως τοῦ νόμου 4171/1961 «περὶ λήψεως γενικῶν μέτρων διὰ τὴν ὑποβοήθησιν τῆς ἀναπτύξεως τῆς οἰκονομίας τῆς χώρας», καὶ συνετάγη εἰς τέσσαρα πρωτότυπα ἐκ τῶν ὁποίων τὰ δύο εἰς τὴν Ἑλληνικὴν καὶ τὰ ἑτέρα δύο εἰς τὴν Ἀγγλικὴν, ἐκάστου τῶν συμβαλλομένων λαβόντος ἐν πρωτότυπον εἰς τὴν Ἀγγλικὴν καὶ ἕτερον πρωτότυπον εἰς τὴν Ἑλληνικὴν, ἀπάντων δεόντως ὑπογεγραμμένων ὑπ' ἀμφοτέρων τῶν συμβαλλομένων μερῶν. Ἐν περιπτώσει ἀσυμφωνίας μετὰ τῶν δύο κειμένων ὑπερισχέει καὶ θεωρεῖται ὡς ἐπικρατέστερον τὸ Ἑλληνικὸν κείμενον.

Ἡ ἰσχὺς τῆς παρούσης συμβάσεως ἄρχει ἀπὸ τῆς δημοσιεύσεώς της διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

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

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Οἱ Ὑπουργοί

Παρὰ τῷ Πρωθυπουργῷ Ναυτιλίας, Μεταφορῶν
ἐπὶ Προγραμματισμοῦ καὶ καὶ Ἐπικοινωνιῶν
Κυβερνητικῆς Πολιτικῆς
Κ. ΠΑΠΑΔΟΠΟΥΛΟΣ Ο. ΓΙΑΚΑΣ

Διὰ τὰς Ἑταιρείας

DELEUW, CATHER INTERNATIONAL, INC., καὶ
WILBUR SMITH AND ASSOCIATES, INC.

GEORGE M. COOKSON καὶ JAMES D. DECKER

ΠΑΡΑΡΤΗΜΑ I ΓΕΝΙΚΟΙ ΟΡΟΙ

1. Τεχνικαὶ Ὑπηρεσίαι.

1.1. Ὁ Σύμβουλος θέλει παράσχει τεχνικὰς ὑπηρεσίας, ὡς αὐτὰ ἐιδικότερον περιγράφονται εἰς τοὺς Εἰδικούς Ὁρους (Παράρτημα II).

2. Προσωπικόν.

2.1. Ὁ Σύμβουλος θὰ χρησιμοποίησιν ἀποκλειστικῶς καὶ μόνον προσωπικὸν τὸ ὁποῖον, λόγῳ τῆς τεχνικῆς, ἐπαγγελματικῆς ἢ διοικητικῆς πείρας του ἢ μορφώσεως, εἶναι εἰς θέσιν νὰ ἐκτελέσῃ ἱκανοποιητικῶς ἀπάσας τὰς ἀνατεθεισώμενας εἰς αὐτὸ ἐργασίας.

2.2. Ὁ Σύμβουλος ὑποχρεοῦται ὅπως ἐπιλέξῃ καὶ ἀπασχολήσῃ πρόσωπα, ἅτινα εἶναι κατάλληλα καὶ ἱκανὰ νὰ ἐκπληρώσουν τοὺς ὅρους τῶν μετὰ τοῦ Συμβούλου συμβάσεων ἐργασίας ὑφ' ἃς προσελήφθησαν καὶ νὰ συμμορφωθῶσι πλήρως πρὸς τὴν ἰσχύουσαν νομοθεσίαν, τοὺς κανονισμοὺς καὶ τὴν πολιτικὴν 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 ἐπαγγελματικὴν κατάρτισιν, ἀλλὰ καὶ τὸν χαρακτῆρα καὶ τὴν προσωπικότητα αὐτοῦ.

Τὸ Ἑλληνικὸν Δημόσιον δύναται, κατὰ τὴν κρίσιν του, ν' ἀποκλείσῃ καὶ πρὸ τῆς ὡς ἄνω ἐπιλογῆς ὑπὸ τοῦ Συμ-

βούλου τῆς ἐργασίας οἰονδήποτε πρόσωπον κατὰ τὰ ἐν παραρτήματι II, παράγρ. 5.4.1 ὀριζόμενα.

2.3. Κατὰ τὴν ἐκτέλεσιν τῶν οἰονδήποτε καθηκόντων του ὁ Σύμβουλος θὰ εἶναι ὑπεύθυνος διὰ τὴν ἐπαγγελματικὴν συμπεριφορὰν τοῦ προσωπικοῦ του, καὶ θὰ ἔχῃ πλήρη εὐθύνην ὅπως προβαίνει εἰς οἰονδήποτε ἀναγκαίαν ἐπανορθωτικὴν ἐνέργειαν.

2.4. Ὁ Σύμβουλος θὰ δύναται νὰ ἀπασχολῇ τόσον ἀλλοδαποὺς ὅσον καὶ Ἑλλήνας ὑπηκόους.

3. Ἀμοιβαῖαι Ἀνταλλαγῇ Στοιχείων.

3.1. 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 ἑτέρου τῶν συμβαλλομένων ἄνευ οἰονδήποτε ἐπιβαρύνσεως αὐτοῦ.

4. Ἐπιθεωρήσεις παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

4.1. Εἰς τὰ νομίμως ἐξουσιοδοτημένα ὄργανα τοῦ Ἑλληνικοῦ Δημοσίου θὰ εἶναι ἐλευθέρως προσιτὰ ἅπαντα τὰ ἀφορῶντα τὸ Ἔργον στοιχεῖα καὶ τὰ ὄργανα ταῦτα θὰ δύνανται νὰ προβαίνουν εἰς οἰονδήποτε ἐπιθεωρήσιν, ἥτις ἤθελε θεωρηθῇ ὑπ' αὐτοῦ ἀναγκαία εἴτε ἐν Ἑλλάδι εἴτε ἐν τῇ ἑδρᾷ τοῦ Συμβούλου.

5. Πρόσθετοι Ἑργασίαι.

5.1. Εἰς ἣν περίπτωσιν ὁ Σύμβουλος ἔχει τὴν γνώμην ὅτι ἐργασία τις δὲν περιλαμβάνεται εἰς τὸ πλαίσιον τῆς παρούσης Συμβάσεως, ὡς τοῦτο καθορίζεται εἰς τὸ Παράρτημα II «ΕΙΔΙΚΟΙ ΟΡΟΙ», ἀλλ' ἀποτελεῖ πρόσθετον ἐργασίαν, θὰ γνωστοποιῇ τοῦτο ἐγκαίρως καὶ ἐγγράφως εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐν ἣ περιπτώσει τὸ Ἑλληνικὸν Δημόσιον ἤθελεν ἀποφασίσῃ ὅτι ἡ ἐργασία αὕτη ἀποτελεῖ πράγματι πρόσθετον ἐργασίαν μὴ δυναμένην νὰ ἀποζημιωθῇ κατὰ τὰς διατάξεις τῆς παρούσης συμβάσεως, δύναται ν' ἀναθέσῃ ταύτην εἰς τὸν Σύμβουλον, ἐφ' ὅσον οὗτος ἀποδέχεται τοῦτο, ὅποτε καὶ θὰ καταβάλῃ εἰς αὐτὸν συμπληρωματικὴν (ἀντίστοιχον) ἀποζημίωσιν, ὑπολογιζομένην ἡμερησίως καὶ κατ' ἀναλογίαν πρὸς τὴν βάσει τῆς παρούσης Συμβάσεως ὀριζομένην μηνιαίαν ἢ ἡμερησίαν ἀμοιβήν, ὡς καὶ τὰς γενομένας πράγματι δαπάνας διὰ τὴν παρὰ τοῦ προσωπικοῦ τοῦ Συμβούλου ἐκτέλεσιν τῆς ἐργασίας ταύτης, περιλαμβανομένων ἐπίσης τῶν ἐξόδων διαμονῆς καὶ διαβίωσης. Εἰς τὴν περίπτωσιν κατὰ τὴν ὁποίαν τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Σύμβουλος δὲν συμφωνήσουν εἰς ὅτι ἀποτελεῖ πρόσθετον ἐργασίαν, θὰ ἐφαρμοσθῶσιν αἱ περὶ διαιτησίας διατάξεις τοῦ παρόντος Παραρτήματος.

6. Καταγγελία Συμβάσεως ἢ Ἐγκατάλειψις τοῦ Ἑργου.

6.1. Καταγγελία τῆς Συμβάσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου.

6.1.1. Τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ λύσῃ διὰ καταγγελίας τὴν παρούσαν Σύμβασιν μετὰ προηγουμένην 45ήμερον τουλάχιστον ἔγγραφον εἰδοποίησιν πρὸς τὸν Σύμβουλον.

6.1.2. Ἀμα τῇ λήψει τῆς περὶ καταγγελίας προειδοποιήσεως, ὁ Σύμβουλος θὰ λάβῃ ἀμέσως ἅπαντα τὰ ἀπαιτούμενα μέτρα διὰ τὴν ἐντὸς τῆς ἀνωτέρω προθεσμίας ὁμαλὴν διακοπὴν τῆς ἐκτελέσεως τοῦ Ἔργου καὶ τὸν περιορισμὸν τῶν δαπανῶν εἰς τὸ ἐλάχιστον δυνατόν, ἀναλόγως τῆς καταστάσεως τοῦ Ἔργου κατὰ τὸν χρόνον λήψεως τῆς τοιαύτης προειδοποιήσεως.

6.1.3. Ἐν τοιαύτῃ περιπτώσει, θὰ καταβληθοῦν εἰς τὸν Σύμβουλον τὰ ὀφειλόμενα αὐτῷ ποσὰ διὰ τὴν παγίαν ἀμοιβήν, τὰς δαπάνας προσωπικοῦ καὶ γενικὰ ἐξοδα, ὡς προβλέπεται ὑπὸ τῆς Συμβάσεως, κατ' ἀναλογίαν καὶ μέχρι τῆς κατὰ τὰ ἄνω ἡμερομηνίας λύσεως τῆς συμβάσεως.

6.2. Καταγγελία τῆς Συμβάσεως παρὰ τοῦ Συμβούλου.

6.2.1. Ἐν ἣ ἐριπτώσει δὲν καταβληθῶσιν εἰς τὸν Σύμβουλον τὰ εἰς τοὺς συνημμένους Εἰδικούς Ὁρους καθορι-

ζόμενα ἐπὶ μέρους ποσὰ ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν ἕκαστον τούτων καθίσταται ἀπαιτητόν, ὡς ὀρίζεται ἐν ἄρθρῳ 5 τοῦ Παραρτήματος II ὑπὸ τὸν τίτλον «Εἰδικοί Ὅροι», ἡ παράλειψις αὕτη θὰ θεωρῇται ὡς παράβασις ὁρου τῆς συμβάσεως. Ἐὰν δὲ δὲν ἤθελε διευθετηθῇ αὕτη πρὸ τῆς παρελεύσεως 15 ἡμερῶν ἀπὸ τῆς λήξεως τῆς τοιαύτης ἐξήκονθήμετου προθεσμίας, ὁ Σύμβουλος δύναται νὰ λύσῃ διὰ καταγγελίας τὴν μετὰ τοῦ Ἑλληνικοῦ Δημοσίου Σύμβασιν αὐτοῦ, διακόπτων πᾶσαν βάσει τῆς συμβάσεως ἐκτελουμένην ἐργασίαν, ἀποσύρων τὸ προσωπικόν του καὶ δικαιούμενος ἀποζημιώσεως, περιοριζομένης εἰς τὴν παγίαν ἀμοιβήν, τὰς δαπάνας προσωπικοῦ καὶ τὰ γενικά ἐξόδα, ὡς προβλέπονται ὑπὸ τῆς συμβάσεως, κατ' ἀναλογίαν καὶ μέχρι τῆς κατὰ τὰ ἄνω ἡμερομηνίας λύσεως ταύτης.

7. Ἀνωτέρα Βία.

7.1. Ἐὰν λόγῳ ἐπελεύσεως ἀνωτέρας βίας, ὡς αὕτη προσδιορίζεται ὑπὸ τοῦ Ἑλληνικοῦ Νόμου καὶ ἐφαρμόζεται ἐπὶ ἐκτελέσεως δημοσίων ἔργων ὑπὸ τοῦ Ἑλληνικοῦ Ὑπουργείου Δημοσίων ἔργων, τῶν ὁποίων (νόμου καὶ ἐφαρμογῆς ὑπὸ τοῦ ἐν λόγῳ Ὑπουργείου) ἔχει λάβει πλήρη γνῶσιν ὁ Σύμβουλος, οὗτος κωλύεται ἐν ὅλῳ ἢ ἐν μέρει νὰ ἐκτελέσῃ τὸ ἀνατεθὲν εἰς αὐτὸν ἔργον, δικαιούμενος οὗτος εἰς ἀπαίτησιν τῶν ὑπ' αὐτοῦ πράγματι δαπανηθέντων κατὰ τὴν περίοδον ἀναστολῆς τῆς ἐργασίας λόγῳ τῆς ἀνωτέρας βίας, περιλαμβανομένης καὶ τῆς τυχόν ἀμοιβῆς τοῦ προσωπικοῦ του, δι' ὅσον χρόνον ἤθελε διαρκέσει ἡ λόγῳ ἀνωτέρας βίας ἀπογῇ ἐκ τῆς ἐργασίας αὐτοῦ, ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι αἱ τοιαῦται καταβολαὶ ἐγένοντο διὰ τὴν ἀποζημιώσιν τοῦ προσωπικοῦ τοῦ Συμβούλου καὶ δὲν ὑπερβαίνουν τὰ ἐπὶ μέρους ποσὰ, ἅτινα ἀναγράφονται εἰς τοὺς «Εἰδικοὺς Ὅρους».

7.2. Ἐν ἡ περιπτώσει ὁ Σύμβουλος κωλύεται ἐξ ὁλοκλήρου 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 ἐστάλη ἐγκαίρως 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 πρόσθετον ὅρον ὅτι ὁ Σύμβουλος, ἐντὸς προθεσμίας 30 ἡμερῶν ἀπὸ τῆς ἡμέρας καθ' ἣν ἡ ἀνωτέρα βία ἔπαυσε νὰ ὑφίσταται καὶ ἐπανελήφθη ἡ ἐκτέλεσις τοῦ ἔργου, θὰ ὑποβάλλῃ τὴν ἀπαίτησίν του ἐγγράφως ἢ κατ' ἄλλον οἰονδήποτε τρόπον γνωρίσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον τὴν πρόθεσίν του ὅπως ἀπαιτήσῃ τὴν καταβολὴν τῶν προσθέτων δαπανῶν, εἰς τὰς ὁποίας οὗτος ὑπεβλήθη.

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

7.4. Πᾶσα διαφωνία ὅσον ἀφορᾷ εἰς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν διατάξεων τοῦ παρόντος ἄρθρου θὰ ἐπιλύεται διὰ διαιτησίας, ὡς αὕτη καθορίζεται εἰς τὸ ἄρθρον 8 κατωτέρω.

8. Διαιτησία.

8.1. Οἰαδήποτε διαφωνία ἢ διαφορά ἀνακύπτουσα μετὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Συμβούλου, ὡς πρὸς τὴν ἐρμηνείαν καὶ τὴν ἐκτέλεσιν τῶν ὁρῶν τῆς παρούσης Συμβάσεως ἢ τυχόν παραλείψεις αὐτῆς, θὰ ἐπιλύεται κατ' ἀρχὴν διὰ κοινῆς ἀποφάσεως τῶν ὑπογραφόντων τὴν σύμβασιν Ὑπουργῶν.

8.2. Εἰς περίπτωσιν μὴ ἀποδοχῆς τῆς κατὰ τὴν προηγουμένην παράγραφον ἐπιλύσεως τῆς διαφωνίας ἢ διαφοράς, αὕτη θὰ ἐπιλύεται διὰ διαιτησίας ὑπὸ τριῶν διαιτητῶν κατὰ τὴν ἀκόλουθον διαδικασίαν :

8.3. Ὁ αἰτῶν τὴν παραπομπὴν εἰς διαιτησίαν, δι' ἐγγράφου του ἀπευθυνομένου καὶ ἐπιδιδομένου πρὸς τὸν

ἀντισυμβαλλόμενον, καθορίζει ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφοράς, διαφωνίας ἢ ἀμφισβήτησεως καὶ ὀρίζει τὸν ἴδιον αὐτοῦ διαιτητὴν, καλῶν συγχρόνως τὸ ἕτερον μέρος ὅπως καὶ ἐκεῖνο ὀρίσῃ τὸν διαιτητὴν του.

8.4. Τὸ πρὸς ὃν ἡ κλήσις μέρος ὑποχρεοῦται ὅπως, ἐντὸς προθεσμίας εἴκοσι (20) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας λήξεως τοῦ ἐγγράφου, ὀρίσῃ ἐγγράφως τὸν ἴδιον αὐτοῦ διαιτητὴν, τοῦ διορισμοῦ γνωστοποιουμένου καὶ ἐπιδιδομένου πρὸς τὸν αἰτοῦντα. Ἐὰν ὁ ἕτερος τῶν συμβαλλομένων δὲν ὀρίσῃ τὸν διαιτητὴν του ἐντὸς τῆς ὡς ἄνω τασσομένης προθεσμίας, ὁ δευτέρος διαιτητὴς ὀρίζεται παρὰ τοῦ Προέδρου τῶν ἐν Ἀθήναις Ἐφετῶν τῇ αἰτήσει τοῦ αἰτήσαντος τὴν παραπομπὴν εἰς διαιτησίαν.

8.5. Οἱ οὕτω ὀρισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς προθεσμίας δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἐκοινοποιήθη ὁ διορισμὸς τοῦ δευτέρου διαιτητοῦ, νὰ ἐκλέξουν διὰ κοινῆς συμφωνίας τὸν τρίτον διαιτητὴν (ἐπιδιαιτητὴν), 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' οἰονδήποτε τρόπον οἰκονομικῶς μὲ τὴν παροῦσαν σύμβασιν.

8.6. Ἐν ἡ περιπτώσει οἱ δύο πρῶτοι διαιτηταὶ δὲν συμφωνήσουν περὶ τοῦ προσώπου τοῦ τρίτου διαιτητοῦ (ἐπιδιαιτητοῦ), ἡ ἐν ἡ περιπτώσει ἡ διὰ τὸν διορισμὸν του τασσομένη προθεσμία ἤθελε παρέλθῃ ἀπρακτος, ὁ Πρόεδρος τοῦ Ἀρείου Πάγου ὀρίζεται ὡς Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου, ἢ, τοῦτο ἀπόντος ἢ κωλυομένου, ὁ νόμιμος αὐτοῦ ἀναπληρωτής.

8.7. Οἱ διαιτηταὶ, ἐφαρμόζοντες τὸν Ἑλληνικὸν οὐσιαστικὸν καὶ δικονομικὸν νόμον, δέον ὅπως, ἐντὸς προθεσμίας ἐνός (1) μηνὸς ἀπὸ τῆς περιελεύσεως αὐτοῖς τῆς περὶ διαιτησίας αἰτήσεως, ἐκδώσουν τὴν ἀπόφασίν των. Ἡ ὡς ἄνω προθεσμία δύναται νὰ παραταθῇ ἐπὶ ἓνα (1) εἰσέτι μῆνα διὰ κοινῆς συμφωνίας τῶν συμβαλλομένων.

8.8. Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται νὰ τηρήσουν δικονομικοὺς κανόνες καὶ ἰδίᾳ ὡς πρὸς τὰς προθεσμίας κλητεύσεως τῶν μερῶν, ἐν τῇ ἐκτελέσει 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.

8.9. Ἐν ἡ περιπτώσει οἰονδήποτε τῶν διαιτητῶν ἀρνήθῃ ἡ κωλύεται νὰ ἐκτελέσῃ τὰ καθήκοντά του, ὁ ἀντικαταστάτης του ὀρίζεται ὑπὸ τοῦ Προέδρου τῶν ἐν Ἀθήναις Ἐφετῶν ἐντὸς προθεσμίας ὀκτῶ (8) ἡμερῶν ἀπὸ τῆς ὑποβολῆς αὐτῷ τῆς σχετικῆς αἰτήσεως ὑπὸ τοῦ ἐνδιαφερομένου, μὴ τηρουμένων καὶ ἐν τῇ περιπτώσει ταύτῃ δικονομικῶν κανόνων, ὡς ἐν παραγράφῳ 8.8. Ἐν τῇ περιπτώσει ταύτῃ ἡ προθεσμία διὰ τὴν ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται ἀπὸ τῆς ἡμερομηνίας τῆς ἀναγγελίας τοῦ κωλύματος, ταύτης βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν συνεχιζόντων τὸ ἔργον διαιτητῶν, καὶ μέχρι τῆς ἡμερομηνίας τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου διαιτητοῦ.

8.10. Ἐν ἀρνήσει τινὸς τῶν διαιτητῶν νὰ ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν, αὕτη νομίμως ὑπογράφεται ὑπὸ τῶν λοιπῶν.

8.11. Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστική, τελεσίδικος καὶ ἀμετάκλητος καὶ δὲν δύναται νὰ προσβληθῇ δι' ἀγωγῆς, οὔτε ἡ ἐκτέλεσις αὐτῆς δύναται νὰ ἀνασταλῇ.

8.12. Τὰ ἐξόδα διαιτησίας ὡς καὶ ἡ ἀποζημιώσις τῶν διαιτητῶν, καθορίζομενα ἐν τῇ διαιτητικῇ ἀποφάσει, βαρύνουν τὸν ἡττηθέντα διάδικον.

9. Κυριότης Στοιχείων.

9.1. Ἀπαντα τὰ σχετικὰ σχέδια, σχεδιαγράμματα, ἐγγράφα, ἐκθέσεις, ὡς καὶ ἄλλα τεχνικῆς φύσεως στοιχεῖα ἀφορῶντα τὸ ἔργον, πλὴν τῶν ἐσωτερικῶν ἐγγράφων ἀλληλογραφίας κλπ. τοῦ Συμβούλου, θὰ παραδοθῶσιν εἰς τὸ Ἑλληνικὸν Δημόσιον μετὰ τὴν ὁλοκλήρωσιν τοῦ ἐκ

της παρούσης συμβάσεως "Εργον" ή την πρόωρον καταγγελίαν αυτής, υπό την προϋπόθεσιν της προηγουμένης εκπληρώσεως παρά του Έλληνικού Δημοσίου πάσης μη άμφισβητηθείσης καταβολής. Γενικώς, άπασαι αί έκθέσεις αί καταρτιζόμεναι κατά την πρόδον των έργων θά άποτελέσουν ιδιοκτησίαν του Έλληνικού Δημοσίου και θά θεωρούνται έμπιστευτικά. Ός εκ τούτου άπαγορεύεται εις τον Σύμβουλον νά άποκαλύπτει ή νά παρέχει πρὸς τρίτους ή και νά δημοσιεύει τὸ περιεχόμενον αὐτῶν, ἐν ὧν ή ἐν μέρει, ἐκτὸς ἐάν ήθελεν ἐξουσιοδοτηθῇ ἐγγράφως πρὸς τοῦτο παρά του ἐκπροσωποῦντος τὸ Έλληνικὸν Δημόσιον Ὑπουργοῦ Ναυτιλίας, Μεταφορῶν καὶ Ἐπικοινωνιῶν.

9.2. Πρωγράμματα δι' ηλεκτρονικούς υπολογιστάς, καταρτιζόμενα υπό του Συμβούλου δι' ειδικήν χρῆσιν ἐν τῷ "Εργῳ, καθίστανται ιδιοκτησία του Έλληνικού Δημοσίου. Τοιαῦτα προγράμματα καταρτιζόμενα υπό του Συμβούλου πρὸς γενικήν χρῆσιν ἐν Ἑλλάδι ή ἀλλαχοῦ παραμένουν ιδιοκτησία του Συμβούλου. Εἰς ἀμφοτέρας τὰς περιπτώσεις ἐπιτρέπεται ή υπό του Συμβούλου, κατ' ἰδίαν αὐτοῦ κρίσιν, χρῆσις τῶν προγραμμάτων αὐτῶν ὅπουδήποτε.

9.3. Εἰς πᾶν δημοσίευμα σχετικὸν πρὸς τὸ "Εργον, τὸ Έλληνικὸν Δημόσιον δέον νά ἀναφέρη ἀμφοτέρας τὰς Ἑταιρείας του Συμβούλου. Ἐν τούτοις ἐάν ὁ Σύμβουλος δὲν συμφωνῇ πρὸς τὸ περιεχόμενον του σχετικοῦ δημοσιεύματος, δὲν θά ἀναφέρονται ὀνόματα ἀφορῶντα εἰς τὸν Σύμβουλον.

10. Ἐκχώρησις καὶ ὑπεργολαβία.

10.1. Ἡ παρούσα Σύμβασις δὲν δύναται νά ἐκχωρηθῇ παρά του Συμβούλου πρὸς οἰονδήποτε τρίτον, ἄνευ τῆς ἐγγράφου συναινέσεως του Έλληνικού Δημοσίου. Τμήματα τῆς παρούσης συμβάσεως δύναται νά ἀνατεθοῦν ὑπεργολαβικῶς εἰς τρίτους κατόπιν ἐγγράφου συναινέσεως του Έλληνικού Δημοσίου. Ἡ τοιαύτη ὁμῶς συναίνεσις δὲν ἀπαλλάσσει τὸν Σύμβουλον τῶν ἐκ τῆς παρούσης συμβάσεως ἀπορρυσῶν εὐθυνῶν ή ὑποχρεώσεων του.

11. Εὐθύνη του Ἔργου.

11.1. Ὁ Σύμβουλος ὑποχρεοῦται νά ἐκπληρώσῃ τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις του ἐφαρμόζων τὰς μεθόδους καὶ τοὺς κανόνες τῆς συγχρόνου τεχνικῆς, καταβάλλων τὴν μεγίστην ἐπιμέλειαν καὶ συμμορφούμενος πρὸς τοὺς παραδεδεμένους ἐπαγγελματικούς κανόνες.

11.2. Ὁ Σύμβουλος θά εἶναι ὑπεύθυνος διὰ πάσας τὰς ἐργασίας, τὰς ἐκτελουμένας παρ' αὐτοῦ, τῶν ὑπαλλήλων του καὶ τῶν ἀμέσως πρὸς αὐτὸ ὑπευθύνων ὑπεργολάβων ή τρίτων.

11.3. Διὰ πάσας τὰς ἐκ μέρους ἐτέρων, ἀμέσως συμβεβλημένων μετὰ του Έλληνικού Δημοσίου, ή ἐκ μέρους ὑπαλλήλων του Έλληνικού Δημοσίου ἐκτελουμένας ἐργασίας, αἵτινες εἶναι δυνατόν νά χρησιμοποιηθοῦν διὰ τὸ ἔργον, δὲν θά εἶναι ὑπεύθυνος ὁ Σύμβουλος, ἐκτὸς ἐάν, δύναται οἰασδήποτε ἐγγράφου ἀναθέσεως, δημιουργηθῇ εὐθύνη αὐτοῦ ἐκ τῆς συμμετοχῆς του, ή ἂν οἱ ὑπάλληλοι του Έλληνικού Δημοσίου τεθοῦν υπό τὴν ἀμεσον ἐποπτείαν του.

11.4. Ἐάν συνιστᾶται ἐγγράφως υπό του Συμβούλου ή χρησιμοποίησις ἐπὶ πλέον ἐμπειρογνομόνων ή ἐπιχωρίου προσωπικοῦ διὰ συγκεκριμένην τινὰ ἐργασίαν, καὶ ἐάν δὲν προσληφθοῦν οἱ τοιοῦτοι ἐπὶ πλέον ἐμπειρογνόμονες ἐν τῇ ὑπηρεσίᾳ λόγω ἀρνήσεως διατυπωμένης ἐγγράφως υπό του Έλληνικού Δημοσίου, ὁ Σύμβουλος δὲν θά εἶναι ὑπεύθυνος δι' οἰανδήποτε ὡς ἐκ τούτου δυσμενῆ ἐπίδρασιν ἐπὶ τοῦ Ἔργου.

12. Τήρησις Λογιστικῶν Βιβλίων.

12.1. Ὁ Σύμβουλος θά τηρῇ εἰς τὰ ἐν Ἀθήναις γραφεῖα αὐτοῦ ἀκριβῆ καὶ συστηματικὰ στοιχεῖα καὶ λογιστικὰ βιβλία περὶ τῶν ὑπηρεσιῶν του τῶν προσφερομένων συμφώνως τῇ παρούσῃ Συμβάσει καὶ κατὰ τοιοῦτον τύπον καὶ μετὸσας λεπτομερείας ὡς εἴθισται εἰς τοιοῦτου εἶδους ἐπιχειρήσεις καὶ θά ἐπιτρέπη εἰς τὸ Έλληνικὸν

Δημόσιον νά προβαίνει εἰς τὴν ἐπιθεώρησιν αὐτῶν, ἐφ' ὅσον τοῦτο ήθελε ζητηθῇ ἐγγράφως.

13. Ἀντικατάστασις Προσωπικοῦ.

13.1. Τὸν Σύμβουλον βαρύνουν πᾶσαι αί δαπάναι ἐν περιπτώσει ἀντικαταστάσεως προσωπικοῦ ή ἐν περιπτώσει ἀσθενείας ή ἀποδειχθησομένης ἐπαγγελματικῆς ἀκαταλληλότητος, ή μὴ παροχῆς ἐργασίας εἰς οἰονδήποτε καὶ ἂν ὀφείλεται λόγον, πλὴν τῆς ἐν παρ. 5.6.4. τῶν Εἰδικῶν Ὁρῶν ἀντικαταστάσεως του Διευθυντοῦ του Ἔργου.

14. Παρατάσεις Προθεσμιῶν.

14.1. Ἐν περιπτώσει ἐγγράφου ἐγκρίσεως υπό του Έλληνικού Δημοσίου παρατάσεως τῶν προθεσμιῶν πέραν τῆς 18μήνου χρονικῆς περιόδου, ὁ Σύμβουλος θά ἔχη δικαίωμα προσθέτου ἀποζημιώσεως ἐντὸς του πνεύματος καὶ κατ' ἐπέκτασιν τῶν ὧρων τῆς παρούσης Συμβάσεως.

15. Τροποποίησις τῆς Συμβάσεως.

15.1. Διὰ πᾶσαν τροποποίησιν οἰονδήποτε τῶν ὧρων τῆς συμβάσεως πέραν τῶν ἐν αὐτῇ προβλεπομένων ἐγκρίσεων διὰ τὸ ἔργον, ἀπαιτεῖται ή παρὰ τῶν συμβαλλομένων μερῶν ὑπογραφή συμπληρωματικῆς συμβάσεως. Ἡ τοιαύτη σύμβασις δέον νά κείται ἐντὸς τῶν πλαισίων καί, συνεπῶς, ἐντὸς τῶν ὧρων τῆς ἀρχικῆς συμβάσεως.

16. Κοινοποιήσεις.

16.1. Ἀπαντα τὰ πρὸς τὸ Έλληνικὸν Δημόσιον ἐκ μέρους του Συμβούλου ἀποστέλλόμενα ὑπηρεσιακὰ ἐγγράφα θά συνοδεύονται υπό Έλληνικῆς μεταφράσεως καὶ θά ἀπευθύνονται πρὸς τὸ :

Ὑπουργεῖον Ναυτιλίας, Μεταφορῶν καὶ Ἐπικοινωνιῶν

"Εργον «METPO»

Λεωφόρος Συγγροῦ 49

Ἀθῆναι TT 403 ΕΛΛΑΣ

16.2. Ἀπαντα τὰ πρὸς τὸν Σύμβουλον ἐκ μέρους του Έλληνικού Δημοσίου ἀποστέλλόμενα ὑπηρεσιακὰ ἐγγράφα θά ἀπευθύνονται πρὸς τόν :

Διευθυντὴν Ἔργου Ὑπογείου Σιδηροδρόμου («METPO») Ἀθηνῶν

Μερίμνη : WILBUR SMITH & ASSOCIATES, INC.

Ὁδὸς Λέκκᾶ 23 - 25 Ἀθῆναι, 125 ΕΛΛΑΣ

Ὅσα δὲ ἐξ αὐτῶν τυχὸν ἀπευθύνονται εἰς τὴν ἑδραν του Συμβούλου, εἰς τὰς κάτωθι διευθύνσεις :

I. DELEUW, CATHER INTERNATIONAL, INC.
165, WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601
U.S.A.

ή (Τηλεγραφικὴ Διεύθυνσις) : DELCAC, CHICAGO

II. WILBUR SMITH AND ASSOCIATES, INC.,
4500 JACKSON BOULEVARD
COLUMBIA, SOUTH CAROLINA, 29202
U.S.A.

16.3. Ἡ ἀλληλογραφία, ή ἀφορῶσα προθεσμίας καθοριζόμενας ἐν τῇ παρούσῃ Συμβάσει, θά ἀποστέλλεται διὰ συστημένου ταχυδρομείου, ή δι' ὑπηρεσιακοῦ κλητῆρος, ή δὲ κρίσιμος ἡμερομηνία τῶν προθεσμιῶν θά εἶναι ή ἡμερομηνία λήψεως των παρὰ του παραλήπτου.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Έλληνικὸν Δημόσιον

Οἱ Ὑπουργοί

Παρὰ τῷ Πρωθυπουργῷ καὶ Ναυτιλίας, Μεταφορῶν
ἐπὶ Προγραμματισμοῦ καὶ καὶ Ἐπικοινωνιῶν
Κυβερνητικῆς Πολιτικῆς
Κ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο. ΓΙΑΚΑΣ

Διὰ τὴν DELEUW CATHER INTERNATIONAL INC., καὶ διὰ τὴν WILBUR SMITH AND ASSOCIATES, INC.

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ΠΑΡΑΡΤΗΜΑ II

ΕΙΔΙΚΟΙ ΟΡΟΙ

1. Παρασχεθησόμεναι Ύπηρεσιαι.

1.1. Διὰ τῆς παρούσης Συμβάσεως συμφωνεῖται, ὅπως ὁ Σύμβουλος παρέχῃ τὰς συμβουλὰς καὶ ὑπηρεσίας του εἰς τὸ Ἑλληνικὸν Δημόσιον ἐπὶ ζητημάτων ἀφορώντων εἰς τὸν προγραμματισμὸν καὶ τὰς μελέτας διὰ τὸ Ἔργον τοῦ ὑπογείου σιδηροδρόμου (METRO) τῶν Ἀθηνῶν, κατὰ τὰ κατωτέρω ὀριζόμενα.

1.2. Ἐντὸς 30 ἡμερῶν ἀπὸ τῆς δημοσιεύσεως τῆς παρούσης Συμβάσεως διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ὁ Σύμβουλος θὰ ἐγκαταστήσῃ γραφεῖον τῆς μελέτης ἐν Ἀθῆναις καὶ θὰ προβῇ εἰς ἀπάσας τὰς ἀπαιτούμενας ἐνεργείας ἐπὶ σκοπῷ, ὅπως :

α. παρέχῃ συνεχεῖς συμβουλὰς καὶ ὑπηρεσίας ἐνὸς Διευθυντοῦ Ἔργου πλήρους ἀπασχολήσεως ἐγκατεστημένου ἐν Ἀθῆναις καὶ Τεχνικῶν Ἐμπειρογνομόνων μερικῆς ἀπασχολήσεως ἐγκατεστημένων εἴτε εἰς τὰ ἐν Ἀθῆναις εἴτε εἰς τὰ ἐκτὸς Ἑλλάδος γραφεῖα αὐτοῦ.

β. ἐκπονήῃ εἰδικὰς μελέτας, ὡς αὗται καθορίζονται περαιτέρω ἐν τῷ παρόντι, χρησιμοποιοῦν, ἐὰν παρίσταται ἀνάγκη καὶ συμφωνῇται τοῦτο, ὑπαλλήλους αὐτοῦ ἢ καὶ ὑπεργολάβους.

1.3. Μετὰ τὴν ἐγκατάστασιν τοῦ Διευθυντοῦ Ἔργου εἰς τὰς Ἀθῆνας, ὁ Σύμβουλος θὰ προβῇ εἰς τὴν ἐναρξιν τοῦ Ἔργου διενεργουμένου εἰς δύο (2) φάσεις, ὡς ἀκολουθῶς :

1. 4. Αἱ ἐργασίαι τοῦ Συμβούλου διὰ τὴν πρώτην φάσιν τοῦ Ἔργου περιλαμβάνουν :

1.4.1. Συλλογὴν καὶ ἐκτίμησιν ὅλων τῶν διαθέσιμων στοιχείων καὶ μελετῶν, σχετικῶν μὲ τὴν ἀστικὴν ἀνάπτυξιν, τὰς συγκοινωνίας ἐντὸς τῆς ὑπ' ὄψιν περιοχῆς, τὰς ἐγκαταστάσεις καὶ λειτουργίας τοῦ ὑφισταμένου ἡλεκτρικοῦ σιδηροδρόμου, ὡς καὶ λήψιν στοιχείων, ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης μέχρι πέρας τῆς προθεσμίας τῆς πρώτης φάσεως τοῦ Ἔργου, ἐκ τῆς «Μελέτης Κυκλοφορίας καὶ Μεταφορῶν Περιοχῆς Ἀθηνῶν» Ἀττικῆς.

1.4.2. Παροχὴν συμβουλῶν καὶ συνδρομῆς εἰς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν ἐπιλογὴν τῶν διαδρόμων, ἐντὸς τῶν ὁποίων προβλέπεται ὅτι θὰ χαραχθῶσιν αἱ γραμμαὶ τοῦ Μητροπολιτικοῦ Σιδηροδρόμου, ὥστε νὰ διεκχθῶσιν αἱ σχετικαὶ μελέται καὶ ἔρευναι.

1.4.3. Ἐκπόνησιν διαγραμμάτων ἀναλύσεως τοῦ δικτύου πρὸς ἐξεύρεσιν τῆς «κρίσιμου διαδρομῆς» (CRITICAL PATH) ὅλων τῶν μελετωμένων ἐργασιῶν τοῦ ὑπογείου σιδηροδρόμου κατὰ τὰς φάσεις μελέτης, σχεδιασμοῦ καὶ κατασκευῶν. Τὸ ἐν ἐκ τῶν διαγραμμάτων αὐτῶν θὰ εἶναι γενικόν, καλύπτον ἀπάσας τὰς ἐργασίας ὁλοκληρώσεως τοῦ ὑπογείου σιδηροδρόμου (METRO), ἐνῶ τὸ δεύτερον θὰ εἶναι λεπτομερὲς διὰ τὸ 18μηνον τοῦ Ἔργου.

1.4.4. Παροχὴν βοηθείας πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ προετοιμασίαν λεπτομερῶν προδιαγραφῶν (TERMS OF REFERENCE) ἀπαιτούμενων διὰ τὴν διαπραγματεύσιν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ σὺναψιν ὑπὸ τούτου τῶν σχετικῶν συμβάσεων διὰ τὰς ἀκολουθοῦσας ἔρευνας :

1.4.4.1. Γεωτεχνικὴν ἔρευναν τοῦ ὑπεδάφους πρὸς προσδιορισμὸν τῆς συστάσεως, δομῆς καὶ ἀντοχῆς τῶν στρωμάτων τοῦ ἐδάφους, ἐντὸς ἢ ἐπὶ τῶν ὁποίων θὰ κυκλοφοροῦν οἱ συρμοί, θὰ πραγματοποιηθοῦν αἱ κατασκευαὶ καὶ θὰ τοποθετηθοῦν αἱ πάσης φύσεως ἐγκαταστάσεις.

1.4.4.2. Ἐρευναν καὶ μελέτην τῆς διαίτης τῶν ὑπογείων ὑδάτων ὡς καὶ τῆς ἐπιδράσεώς των ἐπὶ τῆς μελέτης καὶ κατασκευῆς εἰς τοὺς ἐπιηρεαζομένους διαδρόμους.

1.4.4.3. Ἐρευναν τῶν ἱστορικῶν καὶ ἀρχαιολογικῶν χώρων, συμπεριλαμβανομένου τοῦ βάθους καὶ τῆς ἐκτάσεως αὐτῶν.

1.4.4.4. Ἐρευναν δικτύων κοινῆς ὠφελείας, περιλαμβανοσάν κατόψεις καὶ ὑψομετρικὴν ἀπεικόνισιν αὐτῶν.

1.4.4.5. Ἐρευναν τῶν κατασκευαστικῶν δυσχερειῶν ἐν γένει, ἰδιαίτερώς δὲ ἐν σχέσει πρὸς τὰς ὑφισταμένας θεμελιώσεις οἰκοδομῶν καὶ δομικῶν κατασκευῶν.

1.4.4.6. Τοπογραφικὴν ἀποτύπωσιν.

Αἱ ἔρευναι τῆς παρούσης παραγράφου θὰ διενεργηθοῦν κατὰ μῆκος τῶν διαδρόμων τοῦ ὑπογείου σιδηροδρόμου, οἵτινες θέλουν καθορισθῇ ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τὴν παράγραφον 1.4.2. τοῦ παρόντος Παραρτήματος.

1.4.5. Σύνταξιν περιγράμματος ἐκπονήσεως τοῦ Σχεδίου Γενικῆς Διατάξεως (MASTER PLAN) περιλαμβανόντος σχετικὴν Ἐκθεσιν καὶ προτάσεις ἐκπονήσεως αὐτῶν ὑπὸ τοῦ Συμβούλου ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Εἰς τοῦτο θὰ περιλαμβάνωνται ἐνδεικτικῶς τὰ ἀκόλουθα :

1.4.5.1. Αἱ ὑφιστάμεναι γραμμαὶ τοῦ ἀστικοῦ ἡλεκτρικοῦ σιδηροδρόμου (ΕΗΣ).

1.4.5.2. Αἱ λοιπαὶ ὑφιστάμεναι καὶ μελετώμεναι ἀστικαὶ καὶ ὑπεραστικάι συγκοινωνίαι μὲ εἰδικὴν συσχέτισιν πρὸς προηγουμένας μελέτας καὶ λήψιν στοιχείων, ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης μέχρι πέρας τῆς προθεσμίας τῆς πρώτης φάσεως τοῦ Ἔργου, ἐκ τῆς «Μελέτης Κυκλοφορίας καὶ Μεταφορῶν Περιοχῆς Ἀθηνῶν Ἀττικῆς».

1.4.5.3. Οἱ ὑφιστάμενοι καὶ μελετώμενοι συγκοινωνιακοὶ κόμβοι, ἀφετηρίαι, σταθμοί, ἀμαξοστάσια καὶ σταθμοὶ μεταβιβάσεως.

1.4.5.4. Αἱ ἀστικαὶ λειτουργίαι καὶ αἱ τάσεις ἀστικῆς ἀναπτύξεως διὰ τὸ κέντρον τῶν Ἀθηνῶν καὶ τὴν περιοχὴν Ἀθηνῶν Ἀττικῆς, λαμβανομένων ὑπ' ὄψιν, τυχόν ὑπαρχόντων στοιχείων ἐκ τοῦ Γραφείου Ρυθμιστικοῦ Σχεδίου Ἀθηνῶν καὶ τῶν Μελετητῶν αὐτοῦ.

1.4.6. Σύνταξιν περιγράμματος τῆς Μελέτης Σκοπιμότητος (FEASIBILITY STUDY) περιλαμβανομένης τῆς σχετικῆς Ἐκθεσιν, ὡς καὶ προτάσεις ἐκπονήσεως τῆς ὑπὸ τοῦ Συμβούλου, ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου. Ἡ ἐν λόγῳ Μελέτη θὰ εἶναι τοιαύτης φύσεως καὶ ἐκτάσεως, ὥστε νὰ εἶναι ἀποδεκτὴ ὑπὸ τῶν διεθνῶν φορέων χρηματοδοτήσεως, τῶν ὁποίων πιθανῶς θὰ ζητηθῇ ἡ συνδρομὴ ἢ ἡ συμμετοχὴ εἰς τὴν δαπάνην ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου.

Ἡ μελέτη θὰ ἀναφέρεται εἰς τοὺς διαδρόμους τοῦ ὑπογείου Σιδηροδρόμου (METRO), ὡς οὗτοι καθωρίσθησαν εἰς τὴν παράγραφον 1.4.2. τοῦ παρόντος Παραρτήματος θὰ περιλαμβάνῃ δὲ ἐνδεικτικῶς τὰ ἀκόλουθα :

1.4.6.1. τὴν ἐνδεδειγμένην τεχνολογίαν τοῦ συστήματος, τὰ κριτήρια καὶ πρότυπα σχεδιασμοῦ (DESIGN STANDARDS),

1.4.6.2. προκαταρκτικὸν σχεδιασμὸν τῶν γραμμῶν καὶ τῶν πάσης φύσεως σταθμῶν,

1.4.6.3. προκαταρκτικὴν ἐκτίμησιν κόστους κατασκευῆς, λειτουργίας καὶ συντηρήσεως,

1.4.6.4. οἰκονομολογικὴν ἀξιολόγησιν περιλαμβανοσάν ἀνάλυσιν κόστους ὠφελειῶν, βάσει χρηματικῆς καὶ κοινωνικῆς ἀποτιμῆσεως,

1.4.6.5. τοὺς φόρους ἐπιβατῶν διὰ τὰς γραμμὰς καὶ τοὺς σταθμούς, ὡς καὶ τὰ συνιστώμενα ἐπίπεδα ἐξυπηρέτησεως βάσει σαφῶς καθοριζομένων ὑποθέσεων,

1.4.6.6. τιμολόγησιν τῶν εἰσιτηρίων καὶ ἐκτίμησιν τῶν ἐσόδων τοῦ συστήματος,

1.4.6.7. πρόγραμμα σταδιακῆς ἀναπτύξεως, περιλαμβανόν προτεραιότητος, διὰ τὰ τμήματα γραμμῶν, σταθμούς, τροχαῖον ὕλικόν καὶ ἐξοπλισμόν,

1.4.6.8. λογαριασμὸν ἐκμεταλλεύσεως, ἐνδεικτικῶς ἰσολογισμοὺς (PROFORMA BALANCE SHEET) ἐπεξεργασίαν ἐναλλακτικῶν λύσεων πρὸς χρηματοδότησιν τοῦ METRO καὶ προτεινόμενον πρόγραμμα χρηματοδοτήσεως ὡς καὶ πίνακα ρευστότητος (CASH FLOW),

1.4.6.9. συντονισμὸν μετὰ τοῦ δικτύου τῶν ΕΗΣ καὶ ἄλλων ἐπιβατικῶν συγκοινωνιῶν,

1.4.6.10. μελέτην τῆς λειτουργίας καὶ συντηρήσεως,
1.4.6.11. τὴν ὀργάνωσιν ἐκμεταλλεύσεως τοῦ ὑπογείου σιδηροδρόμου (METRO) ὡς καὶ τὴν διοίκησιν αὐτοῦ, συμπεριλαμβανομένης καὶ τῆς ἐκπαιδεύσεως τοῦ προσωπικοῦ.

1.5. Αἱ ἐργασίαι τῆς δευτέρας φάσεως θὰ περιλαμβάνουν :

1.5.1. Παροχὴν συμβουλῶν ἐπὶ συνεχοῦς βάσει πρὸς τὸ Ἑλληνικὸν Δημόσιον σχετικῶν πρὸς τὴν δημιουργίαν τοῦ ὑπογείου σιδηροδρόμου (METRO).

1.5.2. Συνεχῇ ἐνημέρωσιν (προσαρμογὴν) τῶν διαγραμμάτων «κρίσιμου διαδρομῆς».

1.5.3. Ἐπίβλεψιν διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου τῶν ἐρευνῶν τῶν ἀνατεθεισομένων διὰ συμβάσεως κατὰ τὴν παράγραφον 1.4.4. τοῦ παρόντος Παραρτήματος.

1.5.4. Ἐκπόνησιν Σχεδίου Γενικῆς Διατάξεως καὶ σύνταξιν τῆς σχετικῆς Ἐκθέσεως ὑπὸ τοῦ Συμβούλου ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, κατὰ τὴν παράγραφον 1.4.5. τοῦ παρόντος Παραρτήματος.

1.5.5. Ἐκπόνησιν Μελέτης Σκοπιμότητος καὶ σύνταξιν τῆς σχετικῆς Ἐκθέσεως ὑπὸ τοῦ Συμβούλου ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, κατὰ τὴν παράγρ. 1.4.6. τοῦ παρόντος Παραρτήματος.

1.5.6. Σύνταξιν προδιαγραφῶν (TERMS OF REFERENCE) καὶ σχεδίου Συμφωνίας διὰ τὴν Προμελέτην Κατασκευῆς καὶ τὴν σχετικὴν Ἐκθεσιν ὑπὸ τοῦ Συμβούλου ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ παροχὴν συνδρομῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ τὴν ἐπιλογὴν μελετητοῦ πρὸς ἐκπόνησιν τῆς μελέτης καὶ Ἐκθέσεως, ὡς καὶ εἰς τὴν ἐπίβλεψιν τῶν ἐργασιῶν τούτων.

1.5.6.1. Ἡ Προμελέτη θὰ βασισθῇ ἐπὶ τῶν Μελετῶν τοῦ Σχεδίου Γενικῆς Διατάξεως καὶ Σκοπιμότητος, τῶν ἐκπονηθησομένων διὰ τῆς παροχῆς ὑπηρεσιῶν τοῦ Συμβούλου ἐν συνεργασίᾳ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῶν ἐρευνῶν, διενεργηθησομένων κατὰ τὰ εἰς τὴν παράγραφον 1.4.4. τοῦ παρόντος, θὰ περιλαμβάνη δὲ ἐναλλακτικὰς λύσεις σχεδιασμοῦ εἰς τοὺς προσδιορισθέντας διαδρόμους.

1.5.6.2. Ἡ ἐναρξὶς τῆς Προμελέτης δυνατόν νὰ γίνῃ κατὰ τὴν διάρκειαν τῆς φάσεως ἐκπονήσεως τῶν ὡς ἄνω ἀναφερθεισῶν ἐρευνῶν βάσει τοῦ Σχεδίου Γενικῆς Διατάξεως καὶ τῆς Μελέτης Σκοπιμότητος.

1.5.7. Σύνταξιν τῶν προδιαγραφῶν (TERMS OF REFERENCE) διὰ τὴν ὀριστικὴν Μελέτην, ὡς καὶ Προδιαγραφῶν Κατασκευῆς (CONSTRUCTION SPECIFICATIONS) καὶ τευχῶν Δημοπρατήσεως δι' ἐν ἡ περισσότερα τμήματα, ἐπιλεγησόμενα βάσει τῶν συμπερασμάτων τῆς Προμελέτης, Συνδρομῆν πρὸς τὸ Ἑλληνικὸν Δημόσιον εἰς τὴν ἐπιλογὴν μελετητοῦ, ὁ ὁποῖος θὰ ἀναλάβῃ τὴν ἐκπόνησιν τῆς ὀριστικῆς Μελέτης, ὡς καὶ εἰς τὴν ἐπίβλεψιν ἐκπονήσεως τῆς μελέτης ταύτης.

1.5.7.1. Ἡ ὀριστικὴ Μελέτη δυνατόν νὰ ἀρχίσῃ κατὰ τὴν διάρκειαν τῆς φάσεως ἐκτελέσεως τῆς προμελέτης καὶ θὰ ἐκπονηθῇ κατ' ἀνεξάρτητα τμήματα. Ἐπίσης ἡ παράδοσις τῶν μελετῶν καὶ προδιαγραφῶν τοῦ ἐξοπλισμοῦ καὶ τῶν ὀλικῶν θὰ πραγματοποιηθῇ σταδιακῶς.

2. Χρονοδιάγραμμα Ἐργασιῶν.

2.1. Ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς δημοσιεύσεως τῆς Συμβάσεως διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ὁ Σύμβουλος θὰ μεριμνήσῃ διὰ τὴν ἐγκατάστασιν Διευθυντοῦ τοῦ Ἔργου ἐν Ἀθήναις. Ἡ ἡμερομηνία αὕτη ἀναφέρεται περαιτέρω ἐν τῷ παρόντι ὡς «Ἐναρξὶς Ἔργου».

2.2. Ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς δημοσιεύσεως τῆς Συμβάσεως διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ κατόπιν αἰτήσεως τοῦ Συμβούλου, ὑποβληθησομένης ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς Συμβάσεως, τὸ Ἑλληνικὸν Δημόσιον θὰ μεριμνήσῃ διὰ τὴν ἐξεύρεσιν χώρου καὶ ἐγκαταστάσεων γραφείου διὰ τὸν Σύμβουλον, συμφώνως πρὸς τὰς παραγράφους 4.5.1 4.5.2 καὶ 4.5.3 τοῦ παρόντος Παραρτήματος.

2.3. Ἐντὸς 15 ἡμερῶν ἀπὸ τῆς Ἐναρξέως τοῦ Ἔργου, ὁ Σύμβουλος θὰ ὑποδείξῃ σύνδεσμον αὐτοῦ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, τὸ ὁποῖον ἀντιστοίχως θὰ ὀρίσῃ, ἴδιον αὐτοῦ Σύνδεσμον.

2.4. Ἐντὸς 15 ἡμερῶν ἀπὸ τῆς Ἐναρξέως τοῦ Ἔργου, ὁ Σύμβουλος θὰ κάμῃ ἐναρξὶν τῶν ἐργασιῶν τῆς πρώτης φάσεως, αἵτινες δέον νὰ περατωθῶσιν ἐντὸς τετραμήνου ἀπὸ τῆς ἡμερομηνίας Ἐναρξέως τοῦ Ἔργου.

2.4.1. Ἐν ἡ περιπτώσει δὲν ἤθελον τεθῇ εἰς τὴν διάθεσιν τοῦ Συμβούλου, κατὰ τὸ πρόγραμμα ἢ τὴν σχετικὴν αἴτησιν, αἱ ἐγκαταστάσεις, αἱ ὑπηρεσίαι ἢ τὰ στοιχεῖα τὰ παρασχετά ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου συμφώνως πρὸς τὰς παραγράφους 3.1, 3.2 καὶ 4.5 τοῦ παρόντος Παραρτήματος καὶ ἐκ τῆς τοιαύτης καθυστέρησεως ἤθελε προκληθῇ ἐπιβράδυνσις τῆς ἀποπερατώσεως τῆς πρώτης φάσεως, ὁ Σύμβουλος θὰ εἰδοποιήσῃ περὶ αὐτῆς ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον. Ἐν τοιαύτῃ περιπτώσει θέλει καθορισθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νέα προθεσμία ἀποπερατώσεως τῆς πρώτης φάσεως, ὡς καὶ νέα ἡμερομηνία ἐναρξέως τῆς δευτέρας φάσεως.

2.5. Ἐντὸς τεσσάρων (4) μηνῶν ἀπὸ τῆς ἡμερομηνίας Ἐναρξέως τοῦ Ἔργου, ὁ Σύμβουλος θὰ κάμῃ ἐναρξὶν τῶν ἐργασιῶν τῆς δευτέρας φάσεως αὐτοῦ.

2.5.1. Τὸ Σχέδιον Γενικῆς Διατάξεως (MASTER PLAN) καὶ ἡ σχετικὴ Ἐκθεσις θὰ καταρτισθοῦν ἐντὸς τῶν πλαισίων καὶ συμφώνως πρὸς τὰς διατάξεις καὶ τοὺς ὅρους τῆς παρούσης Συμβάσεως.

2.5.2. Ἡ Μελέτη Σκοπιμότητος καὶ ἡ σχετικὴ Ἐκθεσις θὰ καταρτισθοῦν συμφώνως πρὸς τοὺς ἐν τῷ προηγουμένῳ ἐδαφίῳ 2.5.1. καθοριζομένους ὅρους.

2.5.3. Ἐν ἡ περιπτώσει τὸ Ἑλληνικὸν Δημόσιον ἤθελε ζητήσῃ τὴν παρὰ τοῦ Συμβούλου ἐκτέλεσιν προσθέτων ἐργασιῶν ἀφορῶσιν εἴτε τὸ Σχέδιον Γενικῆς Διατάξεως εἴτε τὴν Μελέτην Σκοπιμότητος καὶ τὰς σχετικὰς Ἐκθέσεις, αἱ δὲ ἐργασίαι αὗται ἤθελον θεωρηθῇ ὡς ἐπὶ πλέον τῶν διαλαμβανομένων ἐν τῇ παρούσῃ Συμβάσει, ἡ διὰ τὰς προσθέτους ταύτας ἐργασίας ἀμοιβὴ τοῦ Συμβούλου θὰ καθορίζεται κατὰ τὰς διατάξεις τῆς παραγρ. 5.1 τοῦ Παραρτήματος I.

2.6. Ἡ συνολικὴ διάρκεια τῆς παρούσης Συμφωνίας θὰ εἶναι 18μηνος, ἀρχομένη ἀπὸ τῆς ἡμερομηνίας Ἐναρξέως τοῦ Ἔργου. Πᾶσα παράτασις τῶν ὑπὸ τοῦ Συμβούλου παρασχετέων ὑπηρεσιῶν δέον νὰ ἀποτελέσῃ ἀντικείμενον τροποποιήσεως τῆς παρούσης Συμφωνίας κατὰ τὴν παράγραφον 15 τοῦ Παραρτήματος I ὑπὸ τὸν τίτλον «Γενικοὶ Ὁροι». Προοπτικὴ παρατάσεως τῆς Συμφωνίας, εἶναι δυνατόν νὰ ὑπάρξῃ, ἐὰν παραταθοῦν αἱ ἐργασίαι οἱ αὐτὸς φάσεως ὑπαίτιότητι τοῦ Ἑλληνικοῦ Δημοσίου ἢ ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ τοιαύτην παράτασιν, ἐν ἡ περιπτώσει θέλει ὑπογραφῇ Συμπληρωματικὴ Συμφωνία.

3. Παρασχεθησόμεναι ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου Πληροφορίαι.

3.1. Τὸ Ἑλληνικὸν Δημόσιον θέλει μεριμνήσῃ, ὥστε νὰ εἶναι προσιτὰ εἰς τὸν Σύμβουλον, ἀνευ δαπάνης αὐτοῦ, ἅπαντα τὰ διαθέσιμα σχετικὰ στοιχεῖα πρὸς ἐπιτυχῇ διεκπεραίωσιν τῶν ἐργασιῶν ἥτοι :

3.1.1. Ἐκθέσεις, δημοσιευόμεναι ἢ μὴ.

3.1.2. Χάρται, ὑπὸ διαφόρους κλίμακας.

3.1.3. Μὴ δημοσιευόμεναι μελέται καὶ ἀναλύσεις.

3.1.4. Ἀεροφωτογραφίαι καὶ φωτομωσαϊκά.

3.1.5. Ἐδαφολογικὰ καὶ γεωλογικὰ στοιχεῖα καὶ τοιαῦτα γεωτρήσεων.

3.1.6. Χάρται καὶ στοιχεῖα τῶν ὕφισταμένων δικτύων ἐξυπηρετήσεως καὶ ἀποχετεύσεως.

3.1.7. Πληροφορίαι ἀρχαιολογικῆς φύσεως.

3.1.8. Διάταξις τῶν σιδηροδρομικῶν γραμμῶν τῶν ΕΗΣ καὶ χάρται τοῦ καταλαμβανομένου ὑπ' αὐτῶν ἐδάφους.

3.1.9. Λεπτομέρειαι τῶν ἐγκαταστάσεων τῶν ΕΗΣ.

3.2. Όσάκις τούτο είναι δυνατόν, ο Σύμβουλος θα αιτήται εγγράφως την παροχήν των τοιούτων στοιχείων μετ' ἐνδείξεως του χρόνου παραδόσεως αὐτῶν.

Αἱ δὲ τοιαῦται πληροφορίες, ἐφ' ὅσον ὑφίστανται εἰς τὴν Ἀγγλικήν, δύνανται νὰ παρέχονται ἐν πρωτοτύπῳ. Φωτοαντίγραφα δύνανται νὰ χρησιμοποιηθῶσι, ὅταν εἶναι πρακτικὴ ἡ χρῆσις των.

3.3. Ἐν σχέσει μετὰ τὰς ἐργασίας τοῦ Συμβούλου, δι' ἃς ἀπαιτεῖται ἡ συνεργασία τοῦ Ἑλληνικοῦ Δημοσίου, ἄλλων δημοσίων φορέων, ἢ τῶν Ε.Η.Σ., τὸ Ἑλληνικὸν Δημόσιον θέλει μεριμνήσει διὰ τὴν ἐξασφάλισιν συνδέσμου καὶ καταβάλει πᾶσαν δυνατὴν προσπάθειαν διὰ τὴν ἐξασφάλισιν, δι' αὐτοῦ, πασῶν τῶν ἀπαιτούμενων διὰ τὴν συμπλήρωσιν τῶν ἐργασιῶν πληροφοριῶν εἰς τὸν Σύμβουλον. Ἡ τοιαύτη μερίμνα τοῦ Δημοσίου θέλει παρασχεθῇ ἀδαπάνως διὰ τὸν Σύμβουλον.

3.4. Ἐν σχέσει μετὰ τὰς ἐργασίας τοῦ Συμβούλου, δι' ἃς ἀπαιτεῖται ἡ συνεργασία τοῦ Ἑλληνικοῦ Δημοσίου, ἄλλων δημοσίων φορέων, ἢ τῶν Ε.Η.Σ., τὸ Ἑλληνικὸν Δημόσιον θέλει μεριμνήσει διὰ τὴν ἐξασφάλισιν συνδέσμου καὶ καταβάλει πᾶσαν δυνατὴν προσπάθειαν διὰ τὴν ἐξασφάλισιν, δι' αὐτοῦ, πασῶν τῶν ἀπαιτούμενων διὰ τὴν συμπλήρωσιν τῶν ἐργασιῶν πληροφοριῶν εἰς τὸν Σύμβουλον. Ἡ τοιαύτη μερίμνα τοῦ Δημοσίου θέλει παρασχεθῇ ἀδαπάνως διὰ τὸν Σύμβουλον.

4. Διευκολύνσεις παρεχόμεναι ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Σύμβουλον.

4.1. Συμφώνως πρὸς τὰς διατάξεις τοῦ Ν.Δ. 916/71 «περὶ τροποποιήσεως καὶ συμπληρώσεως τοῦ Ν. 4171/61».

4.1.1. Ἡ παροῦσα σύμβασις ἀπαλλάσσεται τόσον αὕτη ὅσον καὶ πᾶσα δυνάμει αὐτῆς πληρωμὴ πρὸς τὸν Σύμβουλον ἢ τὸ ἄλλοδαπὸν προσωπικὸν αὐτοῦ συμπεριλαμβανομένων καὶ τῶν ἐκτάκτως ἀπασχοληθησομένων ἐμπειρογνομόνων τῶν τελῶν χαρτοσήμου καὶ πάσης συναφοῦς ἐπιβαρύνσεως.

4.1.2. Πᾶν καταβλητέον εἰς τὸν Σύμβουλον, τὸ ἄλλοδαπὸν προσωπικὸν αὐτοῦ καὶ τοὺς ρηθέντας ἐμπειρογνομόνας χρηματικὸν ποσὸν ἀπαλλάσσεται παντὸς φόρου συμπεριλαμβανομένου καὶ τοῦ φόρου εἰσοδήματος, τέλους, τελῶν χαρτοσήμου, κρατήσεως, εἰσφορᾶς ἢ ἄλλης ὑφ' οἷανδήποτε μορφήν ἐπιβαρύνσεως ὑπὲρ τοῦ Δημοσίου ἢ τρίτων.

4.2. Τὸ Ἑλληνικὸν Δημόσιον θὰ χορηγήσῃ ἀπάσας τὰς ἀδείας ἐξόδου καὶ ἐξαγωγῆς τὰς ἀπαιτούμενας διὰ τὴν ἐπανεξαγωγὴν οἰωνδήποτε ὑλικῶν, ἐξοπλισμοῦ, ὀργάνων δοκιμῶν, ἐρευνῶν, μετρήσεων καὶ ἐλέγχου, ἢ πραγμάτων καθημερινῆς χρήσεως (περιλαμβανομένων καὶ τῶν εἰδῶν προσωπικῆς χρήσεως) ἀντηρόντων εἰς τὸν Σύμβουλον καὶ τὸ ἄλλοδαπὸν προσωπικὸν αὐτοῦ, ἅτινα πάντα συμφώνως τῷ Νόμῳ εἰσαχθῆσονται εἰς ἐλευθέραν χρῆσιν ἄνευ καταβολῆς οἰωνδήποτε φόρων, δασμῶν ἢ τελῶν καὶ ἐν γένει ἐπιβαρύνσεων.

4.3. Ἡ ἀπαλλαγὴ ἀπὸ φόρων εἰσαγωγῆς καὶ λοιπὰ ὡς ἐν παραγράφῳ 4.2 τοῦ παρόντος ἄρθρου ἀναφέρεται καλύπτει τὴν εἰσαγωγὴν καὶ ἐλευθέραν χρῆσιν ἐνὸς ἐπιβατικού αὐτοκινήτου διὰ προσωπικὴν χρῆσιν ὑφ' ἐκάστου τῶν μελῶν τοῦ ἄλλοδαποῦ προσωπικοῦ τοῦ Συμβούλου. Τὰ αὐτοκίνητα ταῦτα θὰ θεωροῦνται καθ' ὅλην τὴν διάρκειαν τῆς ἐν Ἑλλάδι παραμονῆς καὶ ἀπασχολήσεως εἰς τὸ ἔργον τῶν μελῶν τοῦ ἄλλοδαποῦ προσωπικοῦ τοῦ Συμβούλου ὡς ἀνήκοντα εἰς προσωρινούς ἐπισκέπτας καὶ δὲν θὰ ὑπόκεινται εἰς οἰαδήποτε τέλη κυκλοφορίας.

4.4. Τὸ Ἑλληνικὸν Δημόσιον θὰ χορηγήσῃ ἀδαπάνως διὰ τὸν Σύμβουλον, ἀπάσας τὰς ἀδείας καὶ ἄλλα παρόμοια ἐγγραφα, ἀπαιτούμενα διὰ τὴν ὑπὸ τοῦ ἄλλοδαποῦ προσωπικοῦ τοῦ Συμβούλου ἐνάσκησιν τῶν καθηκόντων του ἐν Ἑλλάδι, ἢ διὰ τὴν ὑπὸ τοῦ Συμβούλου εἰσαγωγὴν ἐπ' ἀδείᾳ ἐλευθέρας χρήσεως τοῦ ἀναγκαίου διὰ τὴν μελέτην ὑλικῶν ἢ ἐξοπλισμοῦ.

4.5. Τὸ Ἑλληνικὸν Δημόσιον, κατόπιν αἰτήσεως τοῦ Συμβούλου, θὰ ἐξασφαλίσῃ, ἀδαπάνως, διὰ τὸν Σύμβουλον, τὰ κάτωθι :

4.5.1. Χῶρον πρὸς ἐγκατάστασιν τῶν γραφείων τοῦ Συμβούλου, ὡς ἀπαιτεῖται διὰ τὰς ἀνάγκας τῆς μελέτης, κατεχόμενον, με κλιματισμόν, θερμὸν ὕδωρ, ἀπο-

χωρητήρια, ἠλεκτρικὰς ἐγκαταστάσεις, φωτιστικὰ καὶ ἠλεκτρικὴν ἐνέργειαν, γραφεῖα, τραπέζας, καθίσματα καὶ σχεδιαστήρια.

4.5.2. Ἐξοπλισμὸν τῶν γραφείων καὶ συντήρησιν αὐτῶν, περιλαμβανομένων ἠλεκτρικῶν γραφομηχανῶν, ὑπολογιστικῶν μηχανῶν καὶ ἀριθμομηχανῶν, ὡς καὶ μιᾶς φωτοαντιγραφικῆς μηχανῆς.

4.5.3. Τοπικὴν τηλεφωνικὴν ἐξυπηρέτησιν ἐκ δύο κυρίων τηλεφωνικῶν γραμμῶν.

4.5.4. Ἐὰν οἰωνδήποτε ἐκ τῶν κατὰ τὸ παρὸν ἄρθρον παρασχετέων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀδαπάνως διὰ τὸν Σύμβουλον ἀντικειμένων δὲν ᾔθελε παρασχεθῇ ἐντὸς τῆς συμφωνηθείσης προθεσμίας, τὸ Ἑλληνικὸν Δημόσιον θέλει εἰδοποιήσῃ περὶ τούτου ἐγγράφως τὸν Σύμβουλον ἐντὸς τῆς κατὰ τὴν παράγραφον 2.1 τοῦ παρόντος Παραρτήματος II προβλεπομένης προθεσμίας.

Ἐν τοιαύτῃ περιπτώσει, θὰ ἐξουσιοδοτῆται ὁ Σύμβουλος ὅπως ἐξασφαλίσῃ ταῦτα ἐπὶ συμφωνηθησομένη μετὰ τοῦ Ἑλληνικοῦ Δημοσίου τιμῇ καὶ ἀποζημιωθῇ διὰ τὰς τοιαύτας δαπάνας κατ' ἄρθρον 5 τοῦ παρόντος Παραρτήματος, τὰ δὲ τοιαῦτα ἀντικείμενα θέλουν περιέλθῃ εἰς τὴν κυριότητα τοῦ Ἑλληνικοῦ Δημοσίου.

5. Ἀμοιβὴ Συμβούλου καὶ Τρόπος Πληρωμῆς.

5.1. Ἡ ἀμοιβὴ τοῦ Συμβούλου καθορίζεται ὡς ἐξῆς :

5.1.1. Κατ' ἀποκοπὴν παγία ἀμοιβή, καλύπτουσα τὸ ἔργον, ἥτις θέλει καταβληθῇ τμηματικῶς κατὰ τὴν διάρκειαν τῆς δεκαοκταμήνου περιόδου, ὡς ὀρίζεται ἐν τοῖς κατωτέρω. Εἰς τὸ ποσὸν τῆς παγίας ἀμοιβῆς περιλαμβάνεται ἡ ἀποζημιώσις πρὸς τὸν Σύμβουλον διὰ τὴν δαπάνην παροχῆς ὑπηρεσιῶν πέντε (5) ἀνθρωπομηνῶν ὑπὸ Τεχνικῶν Ἐμπειρογνομόνων ἐν τῇ ἑδρᾷ τοῦ Συμβούλου, κατὰ τοὺς 18 μῆνας τῆς ἐκτελέσεως τοῦ ἔργου, αἱ δαπάναι τοῦ Συμβούλου δι' ὑπηρεσίας παρασχεθησομένας κατὰ τὴν διάρκειαν τοῦ ἔργου, αἵτινες δὲ εἶναι κατὰ τὴν παροῦσαν σύμβασιν ἀποδοτέαι εἰς τὸν Σύμβουλον ὡς καὶ πᾶσα ἀμοιβὴ τοῦ Συμβούλου, ἔνεκεν τῆς παρ' αὐτοῦ διαθέσεως εἰς τὸ Δημόσιον τῶν ὑπηρεσιῶν ἐνὸς Διευθυντοῦ τοῦ ἔργου κατὰ τὴν διάρκειαν τοῦ 18μήνου τούτου.

Ἡ κατ' ἀποκοπὴν ἀμοιβὴ θέλει καταβληθῇ εἰς δολλάρια Η.Π.Α., πληρωτέα μέσῳ τῆς Τραπεζῆς τῆς Ἑλλάδος εἰς τὸ ἐν Σικάγῳ Κεντρικὸν κατάστημα τῆς «CONTINENTAL ILLINOIS NATIONAL BANK AND COMPANY OF CHICAGO», θὰ δύναται δὲ νὰ ἐξαχθῇ ἐκ τῆς χώρας ὡς ἐλευθερον συνάλλαγμα.

5.1.2. Τακτικαὶ καὶ ἐκτακτοὶ ἀμοιβαὶ καὶ δαπάναι πραγματοποιούμεναι κατὰ τὴν διάρκειαν τοῦ ἔργου, ἀφορῶσαι εἰς πληρωμὰς πρὸς τὸ διαμένον μόνιμως ἐν Ἀθήναις προσωπικὸν καὶ πρὸς τοὺς ἐκτάκτως ἀφικνουμένους εἰς Ἑλλάδα, ἵνα παράσχουν περιοδικὰς ὑπηρεσίας Ἐμπειρογνομόνας.

5.2. Ὑπὸ τὴν προϋπόθεσιν τῆς τηρήσεως τῶν γενικῶν προθεσμιῶν τῆς Συμφωνίας, ἡ καταβολὴ πρὸς τὸν Σύμβουλον τῆς παγίας ἀμοιβῆς θὰ πραγματοποιηθῇ ὡς ἀκολούθως :

5.2.1. Κατὰ τὸ χρονικὸν διάστημα τὸ μεσολαβοῦν μετὰ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως καὶ τῶν τριάντων (30) ἡμερῶν τῶν ἐπομένων τῆς Ἐνάρξεως τοῦ ἔργου, θέλει καταβληθῇ ὡς προκαταβολὴ ἐφ' ἀπαξ ποσὸν ἀποτελοῦν τὸ εἴκοσι πέντε τοῖς ἑκατὸν (25 %) τοῦ κατ' ἀποκοπὴν εἰς δολλάρια Η.Π.Α. πληρωτέου τμήματος τῆς ἀμοιβῆς, εἰς πίστωσιν τοῦ λογαριασμοῦ τοῦ Συμβούλου ἐν τῇ Τραπεζῇ, ὡς ἐν παραγράφῳ 5.1.1. τοῦ παρόντος ὀρίζεται.

5.2.2. Τὸ ὑπόλοιπον τῆς κατ' ἀποκοπὴν ἀμοιβῆς, ἥτοι τὸ ἐξ 75 % ποσοστὸν αὐτῆς, θέλει καταβληθῇ πρὸς τὸν Σύμβουλον εἰς δολλάρια Η.Π.Α. μέσῳ τῆς αὐτῆς ὡς ἄνω Τραπεζῆς μετὰ τὴν ἐναρξιν τῶν ἐργασιῶν καὶ εἰς τέσσαρας δόσεις, ὡς ἀκολούθως :

5.2.2.1. Ποσοστὸν δέκα πέντε τοῖς ἑκατὸν (15 %) ἐξ μῆνας μετὰ τὴν ἡμερομηνίαν Ἐνάρξεως τοῦ ἔργου.

5.2.2.2. Ποσοστὸν δέκα πέντε τοῖς ἑκατὸν (15 %) ἑννέα μῆνας μετὰ τὴν ἡμερομηνίαν Ἐνάρξεως τοῦ Ἔργου.

5.2.2.3. Ποσοστὸν εἴκοσι τοῖς ἑκατὸν (20 %) δώδεκα μῆνας μετὰ τὴν ἡμερομηνίαν Ἐνάρξεως τοῦ Ἔργου.

5.2.2.4. Ποσοστὸν εἴκοσι πέντε τοῖς ἑκατὸν (25 %) μετὰ τὴν ὀλοκλήρωσιν τοῦ Ἔργου, ἢ μετὰ παρέλευσιν δέκα ὀκτώ (18) μηνῶν ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως τοῦ Ἔργου, ἐὰν αἱ ἐργασίαι συνεχίζονται καὶ πέραν τῶν δέκα ὀκτώ μηνῶν.

5.2.3. Τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν ἐναρξίν τῶν ἐργασιῶν θέλει καταθέσει, μέσῳ τῆς Τραπεζῆς Ἑλλάδος, εἰς τὸ ἐν Σικάγῳ Κεντρικὸν κατάστημα τῆς «CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO», τὸ ποσὸν τῆς συνολικῆς παγίας ἀμοιβῆς, ἐκ δολλαρίων Η.Π.Α. ὀγδοήκοντα πέντε χιλιάδων τριακοσίων (\$ 85.300,00) μετὰ τὴν ἀνέκκλητον ἐντολὴν πρὸς τὴν αὐτὴν Τράπεζαν, ὅπως καταβάλλῃ εἰς τὸν Σύμβουλον τὸ ποσὸν τῶν Δολ. Η.Π.Α. εἴκοσι μῆς χιλιάδων τριακοσίων εἴκοσι πέντε (\$ 21.325,00), ἀντιπροσωπεύον τὴν προκαταβολὴν ἐξ 25 % κατὰ τὴν παράγραφον 5.2.1 τοῦ παρόντος, εὐθὺς ὡς ὁ Σύμβουλος παράσχει πρὸς τὸ Ἑλληνικὸν Δημόσιον Τραπεζικὴν Ἐγγύησιν ἀνεγνωρισμένης Τραπεζῆς ἰσόποσον τῆς προκαταβολῆς, κατατεθεισομένην παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος, καὶ μετὰ τὴν ἀνέκκλητον ἐπίσης ἐντολὴν ὅπως αὕτη, κατόπιν εἰδοποιήσεως τῆς ἐκ μέρους τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλῃ ἐκάστοτε εἰς τὸν Σύμβουλον τὰ πληρωτέα αὐτῷ ποσά, ὡς ταῦτα καθορίζονται ἐν τῇ παρούσῃ Συμβάσει.

Ἡ ὡς ἄνω Ἐγγυητικὴ Ἐπιστολὴ θὰ ἰσχύῃ διὰ χρονικὸν διάστημα δέκα ὀκτώ (18) μηνῶν, ἀλλὰ θὰ δύναται νὰ ἐπιστραφῇ εἰς τὸν Σύμβουλον καὶ πρὸ τῆς παρελεύσεως τῆς 18μηνου περιόδου, ἅμα τῇ λήξει τῆς προσφορᾶς τῶν ὑπηρεσιῶν αὐτοῦ, ὡς καὶ ἡ κατ' ἐντολὴν τῆς πρὸς τοῦτο ἐξουσιοδοτημένης Ὑπηρεσίας τοῦ Ἑλληνικοῦ Δημοσίου.

5.3. Ἀμοιβὴ τοῦ Συμβούλου διὰ τὰς ὑπηρεσίας τοῦ Διευθυντοῦ Ἔργου ἐν Ἀθήναις.

5.3.1. Ποσὸν Δολ. ΗΠΑ πέντε χιλιάδων (\$ 5.000,00) μηνιαίως θὰ καταβάλλεται εἰς τὸν Σύμβουλον εἰς δολάρια ΗΠΑ διὰ τὰς ὑπηρεσίας τοῦ ὀρισθησομένου παρὰ τοῦ Συμβούλου Διευθυντοῦ Ἔργου, καθ' ὅλην τὴν διάρκειαν τῆς παροχῆς τῶν ὑπηρεσιῶν του ὡς Διευθυντοῦ τοῦ Ἔργου. Εἰς τὸ μηνιαῖον ποσὸν περιλαμβάνονται ἡ ἀντιμισθία αὐτοῦ, αἱ ἀπαιτούμεναι νόμιμοι καταβολαὶ αἱ βαρύνουσαι τὸν μισθόν, ὡς καὶ τὰ σχετικὰ μετὰ τὸ ποσὸν τοῦτο τοῦ μισθοῦ γενικὰ ἐξοδα καὶ δαπάναι.

5.4. Ἀμοιβαὶ τοῦ Συμβούλου διὰ τὰς ὑπηρεσίας Τεχνικῶν Ἐμπειρογνομόνων ἐν τῇ ἔδρᾳ τοῦ Συμβούλου καὶ ἐν Ἀθήναις.

5.4.1. Κατόπιν προτάσεως τοῦ Διευθυντοῦ Ἔργου, διακαιολογούσης τὴν ἀνάγκην ἀπασχολήσεως Ἐμπειρογνώμονος ἐν τῇ ἔδρᾳ αὐτοῦ ἢ ἐν Ἀθήναις, τὴν ἀπαιτούμενην χρονικὴν διάρκειαν ἀπασχολήσεως αὐτοῦ, τὴν καταβλητέαν εἰς αὐτὸν κλίμακα ἀποζημιώσεώς του, ὁ Σύμβουλος μετὰ σύμφωνον ἔγγραφον γνώμην τοῦ Ἑλληνικοῦ Δημοσίου δύναται νὰ προβῇ εἰς τὸν διορισμὸν τοῦ Ἐμπειρογνώμονος, τοῦ ὁποῦ βιογραφικὸν σημείωμα ὑποβάλλει μετὰ τῆς προτάσεώς του.

5.4.2. Ὁ Σύμβουλος θὰ χρεώνει ποσὰ μέχρι 224 δολλαρίων ΗΠΑ δι' ἓνα ὑψηλῆς στάθμης Ἐμπειρογνώμονα (SENIOR), 192 δολλαρίων ΗΠΑ δι' ἓν Ἐμπειρογνώμονα μέσης στάθμης (JUNIOR) καὶ 144 δολλαρίων ΗΠΑ διὰ Βοηθὸν Ἐμπειρογνώμονα (ASSISTANT) ἀντιστοίχως, δι' ἐκάστην ἡμέραν ὑπηρεσιῶν παρεχομένων ὑφ' ἐκάστου τούτων ἀντιστοίχως, προσλαμβανομένων κατὰ τὴν ἐν παραγράφῳ 5.4.1. τοῦ παρόντος ἀναφερομένην διαδικασίαν. Εἰς τὴν ἡμερησίαν ταύτην ἀποζημιώσιν περιλαμβάνονται ὁ μισθὸς αὐτῶν, αἱ ἀπαιτούμεναι νόμιμοι καταβολαὶ αἱ βαρύνουσαι τὸν μισθὸν τῶν καὶ τὰ σχετικὰ πρὸς τὸν μισθὸν τῶν γενικὰ ἐξοδα καὶ δαπάναι. Τὸ τοιοῦτον ποσὸν καθορίζεται ὡς ἀποζημιώσις δι' ἐργασίαν ἐκτελεσθησομένην εἴτε ἐν Ἑλλάδι εἰς ἕτερα γραφεῖα τοῦ Συμβού-

λου, πέραν τοῦ ἀναφερομένου ἐν παραγράφῳ 5.1.1. ἀριθμοῦ ἀνθρωπομηνῶν. Ἡ ἀμοιβὴ αὕτη θὰ καταβάλλεται ἐπίσης καὶ διὰ τὰς ἡμέρας ἀεροπορικοῦ ταξιδίου μεταξύ τοῦ γραφείου μονίμου ἐγκαταστάσεως τοῦ Ἐμπειρογνώμονος καὶ τῶν Ἀθηνῶν.

5.4.3. Ἐὰν ὁ Σύμβουλος ἤθελε προτείνει τὴν παροχὴν ὑπηρεσιῶν εἰδικοῦ Συμβούλου μὴ μισθοδοτημένου τακτικῶς παρ' αὐτοῦ, θὰ καθορισθῇ ἐγγράφως κατόπιν διαπραγματεύσεων μετὰ τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τὸν χρόνον τῆς προτάσεως ἢ σκοπιμότης τῆς τοιαύτης ἀπασχολήσεως ὡς καὶ ἡ ἀποζημιώσις αὐτοῦ.

5.4.4. Ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς Συμβάσεως, ὁ Σύμβουλος θὰ ὑποβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον πρὸς ἔλεγχον καὶ ἔγκρισιν, παρασχεθισομένης ἐγγράφως, πίνακα τοῦ ἀναγκαιοῦντος διὰ τὴν ὑποβοήθησιν αὐτοῦ κατ' εἰδικότητα ἡμεδαποῦ προσωπικοῦ (βοηθητικῶν τεχνικῶν, σχεδιαστῶν, δακτυλογράφων, γραμματέων, μεταφραστῶν, κλητῆρων κ.λ.π.) μετὰ προτεινομένης κλίμακος ἀποζημιώσεως κατ' εἰδικότητα. Ἡ ἀποζημιώσις διὰ τὰς ὑπηρεσίας τοῦ προσωπικοῦ τούτου, θὰ καταβάλλεται εἰς τὸν Σύμβουλον εἰς δραχμὰς θεωρουμένης ὡς ἄμεσος δαπάνη τοῦ ἔργου, συμφώνως τῇ παραγράφῳ 5.6.1. τοῦ παρόντος Παραρτήματος. Ὁ ἀριθμὸς τοῦ ἀπαιτουμένου κατὰ τὰ ἀνωτέρω προσωπικοῦ θέλει τροποποιεῖται ἀναλόγως τῶν ἐκάστοτε ἀναγκῶν τοῦ Ἔργου.

5.5. Διάφοροι δαπάναι τοῦ Διευθυντοῦ Ἔργου καὶ τῶν Ἐμπειρογνομόνων.

5.5.1. Ἀεροπορικὰ εἰσιτήρια (μετ' ἐπιστροφῆς), τουριστικῆς θέσεως.

ι) Δύο διὰ τὸν Διευθυντὴν Ἔργου, τοῦ ἐνὸς ἐξ αὐτῶν χορηγουμένου πρὸς χρῆσιν τῆς ἐτήσιας κανονικῆς ἀδείας του.

ιι) Ἀνὰ ἐν δι' ἐκάστον Ἐμπειρογνώμονα ταξιδεύοντα εἰς Ἀθήνας ἐκ τοῦ ἐξωτερικοῦ.

5.5.2. Στέγασις ἐν Ἑλλάδι, δαπάναι διαβιώσεως καὶ ἐξοδα κινήσεως ἐν Ἀθήναις.

5.5.2.1. Ποσὸν δραχμῶν εἴκοσι πέντε χιλιάδων (25.000) μηνιαίως θὰ καταβάλλεται εἰς τὸν Σύμβουλον εἰς δραχμὰς διὰ τὴν στέγασιν, τὰς δαπάνας διαβιώσεως καὶ τὰ ἐξοδα κινήσεως τοῦ ἐν Ἑλλάδι Διευθυντοῦ Ἔργου καθ' ὅλην τὴν χρονικὴν διάρκειαν τῆς ἐν Ἑλλάδι παραμονῆς του.

5.5.2.2. Ἡμερησία ἀποζημιώσις ἐκ δραχμῶν χιλίων πεντακοσίων (1.500) θὰ καταβάλλεται εἰς δραχμὰς διὰ δαπάνας διαβιώσεως καὶ κινήσεως ἐντὸς τῆς περιόχης Ἀθηνῶν δι' ἐκάστην ἀνθρωποημέραν ἐργασίας ἐν Ἑλλάδι ἐκάστου Ἐμπειρογνώμονος.

5.5.3. Ποσὸν δολ. ΗΠΑ πέντε χιλιάδων (\$ 5.000,00) θὰ καταβληθῇ εἰς τὸν Σύμβουλον εἰς δολάρια ΗΠΑ διὰ τὴν παρ' αὐτοῦ διάθεσιν καταλλήλου ἀντικαταστάτου τοῦ Διευθυντοῦ Ἔργου ἐν Ἑλλάδι κατὰ τὸ διάστημα τῆς μηνιαίας ἀδείας τούτου.

Τὸ ποσὸν τοῦτο θα καταβάλλεται ἐπὶ πλεόν τῆς τακτικῆς ἀποζημιώσεως διὰ τὰς ὑπηρεσίας τοῦ Διευθυντοῦ τοῦ Ἔργου.

5.5.4. Τῇ ἐγγράφῳ προτάσει τοῦ Διευθυντοῦ τοῦ Ἔργου περὶ τῆς ἀνάγκης χρησιμοποίησεως ἐνὸς ἢ περισσοτέρων ὀχημάτων διὰ τὴν πρόσφορον ἐκτέλεσιν καὶ ἐπίβλεψιν τῶν μελετῶν καὶ ἐρευνῶν κατὰ τὸν παροῦσαν Σύμβασιν, καὶ κατόπιν ἐγκρίσεως τῆς προτάσεως ταύτης ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, τὸ Δημόσιον θέλει ἐξουσιοδοτεῖ ἐγγράφως τὸν Σύμβουλον ὅπως μισθώσῃ τὰ ἀναγκαιοῦντα ὀχήματα. Πᾶσα δαπάνη διὰ τὴν μίσθωσιν καὶ λειτουργίαν τῶν οὗτω μισθουμένων ὑπὸ τοῦ Συμβούλου ὀχημάτων θὰ βαρύνῃ τὸ Ἑλληνικὸν Δημόσιον καὶ θὰ καταβάλλεται πρὸς τὸν Σύμβουλον συμφώνως τῇ παραγράφῳ 5.6.1 τοῦ παρόντος Παραρτήματος.

5.6. Τμηματικαὶ πληρωμαὶ εἰς τὸν Σύμβουλον διὰ τὸν Διευθυντὴν Ἔργου, τοὺς Τεχνικοὺς Ἐμπειρογνώμονας καὶ τὰς ἀμέσους δαπάνας.

5.6.1. Καταστάσεις διὰ τμηματικὰς πληρωμὰς καὶ δαπάνας θὰ υποβάλλωνται πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐντὸς εἰκοσαήμερου ἀπὸ τοῦ τέλους ἐκάστου μηνός, ἀρχῆς γενομένης ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως τοῦ Ἔργου θὰ καθίστανται ἀπαιτητὰ καὶ ληξιπρόθεσμοι τριάκοντα (30) ἡμέρας μετὰ τὴν ἡμερομηνίαν ὑποβολῆς τῶν καταστάσεων.

5.6.2. Ἐκάστη Κατάστασις θὰ περιλαμβάνῃ τὴν ἀποζημίωσιν τοῦ Διευθυντοῦ Ἔργου καὶ τῶν Ἐμπειρογνομόνων, ὡς καὶ πάσας τὰς προβλεπομένας ὑπὸ τῆς συμβάσεως ἀμέσους δαπάνας, αἵτινες ἐγένοντο κατὰ τὴν προηγηθεῖσαν μηνιαίαν χρονικὴν περίοδον καὶ θὰ εἶναι πλήρως ἡτιολογημένη. Ἡ κατάστασις θὰ παρουσιάζῃ κεχωρισμένως τὰ καταβλητέα εἰς δραχμὰς καὶ τὰ καταβλητέα εἰς δολλάρια ΗΠΑ ποσά.

5.6.3. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν ἐνάρξιν τῶν ἐργασιῶν, θέλει ἀνοίξει λογαριασμὸν παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος, ὅποθεν θὰ ἀντλοῦνται τὰ ποσὰ διὰ τὴν πληρωμὴν τῶν ὡς ἄνω δαπανῶν.

5.6.4. Αἱ δαπάναι στεγασέως, τὰ ἐξοδα κινήσεως ἐντὸς Ἑλλάδος καὶ λοιπὰ ἐπιτρεπόμενα ἄμεσα ἐξοδα ἐν Ἑλλάδι, ὡς καὶ τὸ ἀντίτιμον τῶν ἀεροπορικῶν εἰσιτηρίων ἀπὸ καὶ πρὸς τὴν Ἑλλάδα θὰ καταβάλλωνται εἰς δραχμὰς, εἰς τὸ ἐν Ἀθήναις Ὑποκατάστημα τῆς Τραπεζῆς τοῦ Συμβούλου. Αἱ ἡμερήσιαι ἢ μηνιαῖαι ἀμοιβαὶ τοῦ Διευθυντοῦ Ἔργου, τοῦ ἀντικαταστάτου αὐτοῦ καὶ ἐκάστου Ἐμπειρογνώμονος, θὰ καταβάλλωνται εἰς συνάλλαγμα δολλαρίων ΗΠΑ, μέσῳ τῆς Τραπεζῆς Ἑλλάδος, εἰς τὸ ἐν Σικάγῳ Κεντρικὸν Κατάστημα τῆς Τραπεζῆς τοῦ Συμβούλου.

5.6.5. Ἐν περιπτώσει καταγγελίας τῆς Συμβάσεως ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου συμφώνως πρὸς τὴν παράγραφον 6.1.1. τοῦ Παραρτήματος Ι ὑπὸ τὸν τίτλον «Γενικοὶ Ὁροι» καὶ ἄνευ ὑπαιτιότητος ἐκ μέρους τοῦ Συμβούλου, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ εἰς τὸν Σύμβουλον τὸ ὀφειλόμενον κατὰ τὴν καθοριζομένην ἡμέραν λύσεως τῆς συμβάσεως τμῆμα τῆς παγίας ἀμοιβῆς αὐτοῦ.

Τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιστρέψῃ συγχρόνως τὴν ἐγγυητικὴν ἐπιστολὴν εἰς τὸν Σύμβουλον, ἐὰν αὕτη εὑρίσκειται εἰσέτι ὑπὸ τὴν κατοχὴν αὐτοῦ. Ἐπὶ πλέον, τὸ Ἑλληνικὸν Δημόσιον θὰ ἀποζημιώσῃ τὸν Σύμβουλον βάσει τῶν ἐν τῇ Συμβάσει καθορισθεῖσων διὰ τοὺς ἐμπειρογνώμονας κλιμάκων, ὡς καὶ δι' ἀπάσας τὰς ἀμέσους δαπάνας ταξιδίου καὶ διαβιώσεως, κατὰ τὸν ἐπαναπατρισμὸν τοῦ ρηθέντος προσωπικοῦ, συμφώνως πρὸς τὰς παραγράφους 6.1.2. καὶ 6.1.3 τοῦ Παραρτήματος Ι ὑπὸ τὸν τίτλον «Γενικοὶ Ὁροι».

5.6.6. Διὰ τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, «μὴν» σημαίνει τὸν ἡμερολογιακὸν μῆνα καὶ «ἡμέρα» σημαίνει μίαν ἐργασίμων ἡμέραν τῶν 8 ἐργασίμων ὥρων, ἐξαιρουμένων τῶν Κυριακῶν, ἀλλὰ περιλαμβανομένων τῶν κατὰ τὸν Ἑλληνικὸν Νόμον ἐξαίρεσίμων ἡμερῶν.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Οἱ Ὑπουργοὶ

Παρὰ τῷ Πρωθυπουργῷ
ἐπὶ Προγραμματισμοῦ καὶ
Κυβερνητικῆς Πολιτικῆς

Ναυτιλίας, Μεταφορῶν
καὶ Ἐπικοινωνιῶν

Κ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο. ΓΙΑΚΑΣ

Διὰ τὰς Ἑταιρείας

DELEUW, CATHER INTERNATIONAL, INC., καὶ
WILBUR SMITH AND ASSOCIATES, INC.

GEORGE M. COOKSON καὶ JAMES D. DECKER
PROVISION OF ADVISORY SERVICES IN CONNECTION WITH STUDIES AND THE DEVELOPMENT OF PLANS FOR THE PROPOSED EXTENSION OF ATHENS UNDERGROUND RAILWAY.

CONTRACT

This Contract is made in Athens this 7th day of the month of May in the year 1973 between the Greek Government (hereinafter referred to as «Hellenic

State») duly represented by the Minister by the Prime Minister of Programming and Governmental Policy and Minister of Mercantile Marine, Transport and Communications, Messrs. Konstantinos Papadopoulos and Orestes A. Yakas, respectively, as the First Party, based on Legislative Decree 916/71 and on decisions 2/22-2-1973 and 8/4-4-1973 by Hellenic State Government Political Council and the association (hereinafter referred to as «Consultant») of DeLeuw, Cather International, Inc., a firm of Consulting Engineers incorporated under the Laws of the State of Illinois in the United States of America and having its office at 165 W. Wacker Drive, Chicago, Illinois 60601, U.S.A., duly represented by George M. Cookson and Wilbur Smith and Associates, Inc., a firm of Consulting Engineers incorporated under the Laws of the State of Delaware in the United States of America and having its office at 4500 Jackson Boulevard, Columbia, South Carolina 29202, U.S.A., duly represented by James D. Decker, as the Second Party.

Whereas Hellenic State is desirous of engaging Consultant to provide it advisory services on the subject of the necessary study and construction of a net of underground Railway in Athens (Metro), to prepare a master plan as well as a feasibility study, to perform related research, to prepare specifications on preliminary and final studies, to assist in the selection of the designers for and the supervision of the preparation of the preliminary and eventual final studies, and to provide advice and other expert knowledge as necessary for the completion of the preliminary and eventual final studies (hereinafter referred to as the Work), and

Whereas Hellenic State considers that the Work is both urgent and important and therefore should be given all appropriate attention in view of the technical progress made in the field of urban public transport and wishes to have the studies and designs based on the most recent technical methods, and

Whereas Consultant agrees to undertake to perform the Work under this Agreement subject to the terms, conditions, and agreements herein.

Now it is hereby agreed as follows :

Article 1

The General Conditions and Special Conditions hereto appended as Appendix I and II, respectively, shall be deemed to form and be read and construed as integral parts of the Agreement.

Article 2

In consideration of the payments to be made by Hellenic State to Consultant as specified in Appendix II, «Special Conditions», Consultant hereby agrees to execute and complete the Work in all respects in conformity with the provisions of this Agreement and its Appendices.

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 (Article 1) at the times and in the manner prescribed by this Agreement.

Article 4

The Consultant will designate a Project Manager as administrator of this Agreement, with Power of Attorney from the Board of Directors on each party of Consultant to act on behalf and on the responsibility of the Consultant and represent Consultant in all dealings with Hellenic State.

Article 5

As part of the Work to be carried out by Consultant, as set out in Appendix II «Special Conditions», Consultant will collaborate with Hellenic State, and will execute a Master Plan Study and a Feasibility Study. The scopes of work for these studies and the form and amount of remuneration for the part not covered by this contract and its appendices, attached to it according to Article 1 above, will be agreed following initiation of the Work by Consultant under this Agreement, in accordance with terms of Clause 5 of Appendix I attached to this contract.

Article 6

The present agreement in view of its object, is subject to the provision of Legislative Decree 916/71 re: amending and supplementing law 4171/1961 re: general measures for the assistance and development of the Economy of the country and was drawn up in four (4) original copies, of which two are in Greek language and two are in English language, each one of the contracting parties hereof having been handed one original in English and one in Greek duly signed by the two 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 through the Official Gazette.

In witness whereof the parties hereto have hereinto signed their names the day and year first hereinabove written.

Signed By

For Hellenic State

The ministers

By the Prime Minister

on Programming and

Mercantile Marine

Governmental Policy

Transport and Communications

K. PAPADOPOULOS

O. YAKAS

For the Companies

DeLeuw Cather International, Inc. and Wilbur

Smith and Associates, Inc.

George M. Cookson

and James D. Decker

APPENDIX I

GENERAL CONDITIONS

1. Technical Services

1.1 Consultant shall provide technical services as more specifically described in the Special Conditions (Appendix II).

2. Personnel

2.1 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.

2.2 Consultant is obliged to select and employ personnel who will be suitable and capable to perform the terms of their employment agreements with the Consultant, and will comply fully with applicable laws, rules, and policy of Hellenic State relating to the conduct and behavior 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. Hellenic State can, in its own judgment, exclude from the Work, even before his selection by Consultant, any person in accordance with the terms of Appendix II (paragraph 5.4.1).

2.3 In the performance of all duties Consultant shall be liable for the professional conduct of Consultant's

personnel and shall have full responsibility for taking any necessary corrective action.

2.4 Consultant may use both foreign persons as well as Greek Nationals.

3. Interchange of Data

3.1 All technical data in regard to the Work, whether existing in the offices of Hellenic State or 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

4.1 Duly authorized Hellenic State representatives shall have free access to all records pertaining to the Work and shall make such inspections they may deem necessary in Greece or at head office of Consultant.

5. Extra Work

5.1 If Consultant is of the opinion that any work 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, which cannot be compensated within the terms of this Agreement, they can assign such work to Consultant, provided the latter accepts this, and will remunerate Consultant by paying him a (corresponding) supplemental fee to be calculated on per diem basis and proportionately to the fees paid per month or per diem by force of the Agreement, as well as the actual expenses incurred for the performance of the work by the personnel of the Consultant, including living and subsistence allowances. In the event that Hellenic State and Consultant do not reach mutual agreement on what constitutes extra work the provisions of the Arbitration clause of this Appendix shall apply.

6. Termination of Contract or Abandonment of Work

6.1 Termination of Agreement by Hellenic State

6.1.1 Hellenic State may terminate this Agreement upon serving not less than forty-five (45) days' notice in writing to Consultant.

6.1.2 Upon receipt of such notice, Consultant will take immediate steps to bring the Work to a close within the above time limit and in an orderly manner, and to reduce expenditures to the minimum commensurate with the status of the Work at the time of the notice.

6.1.3 In such case, Consultant will be paid the amounts due him for fixed fee, personnel, and general expenses, as provided by the Agreement in proportion and up to the date, as above, of termination of the Contract.

6.2 Termination of Agreement by Consultant

6.2.1 In the event Consultant does not receive partial payments as scheduled in the Special Conditions attached hereto within sixty (60) days following the due dates specified in Article 5 of Appendix II, «Special Conditions», such failure will be considered as an act of default. If such default is not corrected within fifteen (15) days following such sixty (60) day period, Consultant may terminate the contract with Hellenic State, suspending all work carried out under the contract, recall his personnel, and shall have a right for compensation, which will only include the fixed fee, costs of personnel, and general expenses, as provided in the contract, in proportion and up to the date, as above, of its termination.

7. Force Majeure

7.1 In the event of occurrence of «force majeure», as it is defined by Greek Law and applied by Greek

Ministry of Public Works on the execution of Public Works, of which law and its application by the said Ministry, Consultant has received full knowledge, which would, in whole or in part, impede the Consultant in the performance of the Work assigned, Consultant will be entitled to the claim of actual disbursements incurred during the time of the interruption of the Work on account of such «force majeure», inclusive of the possible remuneration of his personnel for such length of time as they would have remained idle on account of the «force majeure», provided nevertheless that such payments (to personnel) were made to compensate Consultant's staff and do not exceed partial amounts listed in the Special Conditions.

7.2 In the event that «force majeure» were to entirely impede the Consultant from performing his contractual work for a period exceeding thirty (30) days and provided that notification of the occurrence of such «force majeure» has been timely communicated by the Consultant to Hellenic State, the latter shall examine in spirit of equity the eventual payment to the Consultant of the additional actual expenses incurred, and provided also 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 his claim in writing or in some other way communicate to Hellenic State his intention to claim payment for such additional expenses incurred.

7.3 Omission of the Consultant to submit such claim, or to communicate the above stated notification within the specified time limits, is to be held as a resignation from his rights to any additional payment deriving from «force majeure».

7.4 Any disagreement with respect to interpretation or application of the present article will be settled by Arbitration as described in Article 8 below :

8. Arbitration

8.1 Any and all disputes or disagreements arising between Hellenic State and Consultant regarding the interpretation or the performance of the terms of this agreement or possible omissions of same shall be resolved initially through a joint decision of the Ministers who sign this Agreement.

8.2 In case the settlement of the dispute or disagreement, as provided for in the previous paragraph is not accepted, this will be solved through arbitration by three (3) arbitrators, according to the following procedure :

8.3 The party requesting the arbitration, through a document addressed and served to the other contracting party, shall specify accurately the object of the difference, dispute or dissension and appoint his arbitrator, in writing at the same time the other party to proceed with the appointment of his own arbitrator.

8.4 The party to whom the communication is served shall, within a time limit of twenty (20) days from receipt of such communication, appoint his own arbitrator in writing and communicate by serving his appointment to the petitioner. In the event the second contracting party not appointing an arbitrator within the time limits set hereabove, the second arbitrator shall be appointed by the President of the Court of Appeals of Athens, on the petition of the party requesting the arbitration.

8.5 The appointed arbitrators shall, within a period of fifteen (15) days from the date the appointment of the second arbitrator has been served, elect on common accord the third arbitrator (referee), who shall be the President of the Arbitration Court. The three arbitrators hereabove mentioned shall have no personal

interest in the dispute under judgment and shall be in no way whatsoever financially connected with the present agreement.

8.6 In the event the first two arbitrators cannot reach an agreement as to the person to act as the third arbitrator (referee), or in the event that the time limit set for such appointment lapses without such appointment being made, the President of the «Court of Cassation» («Areios Pagos») is to be appointed President of the Arbitration Court or, in his absence or impediment, his legal replacement.

8.7 The arbitrators, applying the Greek substantial and procedural law, shall within a time limit of one (1) month as from the date of the reception of the request for Arbitration issue their decision. By common accord of the contracting parties, the above time limit may be extended for one further period of one (1) month.

8.8 The arbitrators shall not be bound by «rules of procedure» especially for the time limits to call the parties for carrying out the arbitration. They shall have the right to examine witnesses, perform on-site inspections, issue orders for the performance of expert appraisal, being entitled also to consider any proof offered in their judgment into evaluative consideration.

8.9 In the event any of the arbitrators were to refuse or be impeded to carry out the arbitration, his replacement shall be appointed by the President of the Athens Court of Appeals within eight (8) days from the submission to him of the relative application of the interested party and without keeping legal forms as per paragraph 8.8 above. In this case the time limit set for the issue of an award shall be suspended as of the date that the impediment is 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.

8.10 In case any one of the arbitrators refuses to sign the arbitration verdict, the same will be legally signed by the remaining arbitrators.

8.11 The award of the arbitrators shall be definite, final, and irrevocable, and cannot be contested through an action nor can its enforcement be suspended.

8.12 The arbitration expenses 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

9.1 All pertinent designs, drawings, records, reports and other technical data in connection with the Work, exclusive of Consultant's internal working papers, shall be handed over to Hellenic State after completion of the Work under this Agreement, or on the sooner termination of the Agreement, provided all uncontested payments due are previously made by Hellenic State. Generally, all the reports prepared during the course of the Work shall be the property of Hellenic State and shall be considered as of a confidential nature, therefore the Consultant is forbidden to disclose or supply to third parties or publish, in whole or in part, the contents of same, unless authorized in writing by the Minister of Mercantile Marine, Transport, and Communications, representing Hellenic State.

9.2 Computer programs written by Consultant for specific use in the Work shall become the property of Hellenic State. Computer programs written for general use by Consultant in Greece or elsewhere shall remain the property of Consultant. In both cases Consultant shall be permitted to use these programs anywhere at his discretion.

9.3 In any publications or public releases relating to the Work, Hellenic State shall mention both firms of Consultant. However, if Consultant does not agree with the content of said publication, names connected with Consultant shall not be mentioned.

10. Assignment and Sub-Letting

10.1 This agreement shall not be assigned by Consultant to any third party without the written consent of Hellenic State. Portions of the agreement may be sub-let or subcontracted to others subject to prior approval of Hellenic State. Such consent shall not relieve Consultant of any liability or obligation under the terms of this agreement.

11. Responsibility of Work

11.1 Consultant shall fulfill all obligations resulting from this Agreement employing methods and rules of up-to-date technical knowledge, his best care, and accepted professional standards.

11.2 All work performed by Consultant, employees of Consultant, sub-contractors or third parties directly responsible to Consultant, will be responsibility of Consultant.

11.3 All work performed by others in direct contract with Hellenic State or by employees of Hellenic State which may be used for the Work not be the responsibility of Consultant, unless written notice of assignment places such responsibility under his direction, or unless Hellenic State employees are directly supervised by Consultant.

11.4 If the use of additional experts or local staff is recommended in writing by Consultant for a particular work item, and if such additional experts are not assigned to the work due to refusal in writing by Hellenic State, then Consultant will not be responsible for any adverse effect to the Work.

12. Accounts

12.1 Consultant shall keep accurate and systematic records and accounts in respect of the services provided in accordance with this Agreement in the Athens office of Consultant and in such form and detail as is customary in their profession and shall permit Hellenic State to inspect the same, if so requested in writing.

13. Replacement of Personnel

13.1 Consultant will bear all expenses in case of replacement of personnel or, in case of sickness, or proved professional incompetence or the non-rendering of services due to any reason, except as noted in paragraph 5.6.4 of the Special Conditions for the replacement of the Project Manager.

14. Extensions of Time Limits

14.1 In case of written approval of Hellenic State for extensions of time limits beyond the 18 - month period, Consultant shall be entitled to additional compensation within the context and by extension of the terms of this Agreement.

15. Amendment of Agreement

15.1 For any amendment of any terms of the Agreement beyond approvals for work provided for in this Agreement, it is required that a Supplemental Agreement be signed by the parties. Such Supplemental Agreement will be within the framework and, by consequence, within the terms of the original Agreement.

16. Official Notices

16.1 Official notices from Consultant to Hellenic State shall be accompanied by a Greek translation and be addressed :

Ministry of Mercantile Marine, Transport and Communications - «Metro» Project 49, Singrou Avenue.
Athens T.T. 403
Greece

16.2 Official notices from Hellenic State to Consultant shall be addressed :

Project Manager
Athens Metro Project
c/o Wilbur Smith and Associates, Inc.
23-25 Lekka Street
Athens 125, Greece

Any of these addressed to the head office of Consultant will be sent to :

I. DeLeuw, Cather International, Inc.
165 West Wacker Drive
Chicago, Illinois 60601, U.S.A.
Alternative cable address : DELCAC, CHICAGO
II. Wilbur Smith and Associates, Inc.
4500 Jackson Boulevard
Columbia, South Carolina, 29202, U.S.A.

16.3 Correspondance pertaining to time limits specified in this Agreement will be sent by registered post-office mail or Ministry Messenger and will be effective when received by the addressees.

Signed By
For Hellenic State
The ministers

By the Prime Minister
on Programming and Mercantile Marine
Governmental Policy Transport and Communications
K. Papadopoulos O. Yakas

For the Companies

DeLeuw Cather International, Inc. and Wilbur Smith and Associates, Inc.
George M. Cookson and James D. Decker

APPENDIX II

SPECIAL CONDITIONS

1. SERVICES TO BE RENDERED

1.1 This contract envisages that the Consultant will provide his advice and services to Hellenic State on matters pertaining to planning and studies for the work of the Athens Underground Railway Project (Metro), under the following terms :

1.2 Within 30 days following publication of this Agreement in Government Gazette, Consultant will establish a study office in Athens and will take all necessary actions for the purpose of (a) providing continuous advice and full-time services of a Project Manager established in Athens and parttime services of Technical Experts in Consultant's offices both in Athens and outside Greece, and (b) preparing specific studies as later defined, using, if necessary and agreed, local employees of Consultant and/or sub-contractors.

1.3 Following installation of Project Manager in Athens, Consultant will commence the Work set out in two (2) phases, as follows :

1.4 Phase I Work items for Consultant will include :

1.4.1 Collection and evaluation of all available pertinent data and studies concerning urban development, transportation in the region under consideration, installations and operations of existing electric railway, as well as taking data, from the date of signature of the present contract until the end of the time limit for the first Phase of the Work, from the «Athens/Attica Region Traffic and Transportation Study».

1.4.2 Advise and assist Hellenic State in selecting corridors within which it is expected that new Metro lines will be projected so as to prepare the relative studies and surveys.

1.4.3 Prepare charts analysing the net for finding

the «critical path» for all contemplated work on Metro in the study, design, and construction phases; one chart to be general, covering all work for completing the underground railway (Metro), and a second chart to be made in detail for the eighteen (18) months of the Work.

1.4.4 Assist Hellenic State and prepare the detailed Terms of Reference necessary for negotiating and concluding contracts by Hellenic State for the following surveys :

1.4.4.1 Subsurface geotechnical investigation to determine nature, structure, and strength of the earth strata in or on which the trains will circulate, construction will take place or various installations will be made.

1.4.4.2 Survey and study of underground water courses and patterns and their effect on design and construction in the corridors,

1.4.4.3 Survey of historical and archaeological sites, including their depth and extent.

1.4.4.4 Survey of public utility networks, including plans and profiles of same.

1.4.4.5 Survey of general construction difficulties, particularly as related to existing building and construction foundations.

1.4.4.6 Topographic mapping

The surveys in the present Paragraph will be made along the Metro corridors to be defined by Hellenic State per paragraph 1.4.2 of this Appendix.

1.4.5 Prepare a description of the preparation of the Master Plan including a relative report and proposals for preparation of same by Consultant in cooperation with Hellenic State. This will include but not be limited to consideration of :

1.4.5.1 Existing urban electric train lines (EHS)

1.4.5.2 Other existing and planned urban and inter-city transportation, with special reference to previous studies and collection of data, from the date of signature of this contract until completion of the first phase time limit from the «Athens/Attica Region Traffic and Transportation Study».

1.4.5.3 Existing and planned transportation nodes such as terminals, stations, depots, and interchange stations.

1.4.5.4 Urban functions and urban development trends for central Athens and the Athens/Attica Region, taking into consideration possible existing data from Athens Master Plan Office and its consultants.

1.4.6 Prepare description of the Feasibility Study to include a relative report and proposals for its preparation by Consultant in cooperation with Hellenic State. This study will be of a nature and scope as to be acceptable to international financing agencies, the financial assistance or participation of which could possibly be requested by the Hellenic State. The study will refer to the Metro corridors defined in Paragraph 1.4.2 of this Appendix and will include but not be limited to the following :

1.4.6.1 Appropriate technology of the system, design criteria and design standards.

1.4.6.2 Preliminary design of lines and stations.

1.4.6.3 Preliminary estimates of construction, operations and maintenance costs.

1.4.6.4 Economic evaluations including benefit/cost analysis based on financial and social evaluations.

1.4.6.5 Passenger loadings for lines and stations, and recommended levels of service, on the basis of clearly defined assumptions.

1.4.6.6 Ticket prices and estimates of revenue for the system.

1.4.6.7 Staged development plan, including priorities, for the route (line) segments, stations, rolling stock, and equipment.

1.4.6.8 Operating account, pro-forma balance sheet preparation of alternatives for financing the Metro and a proposed financing program and «cash flow».

1.4.6.9 Coordination with EHS services, and other passenger transportation.

1.4.6.10 Operations and maintenance considerations.

1.4.6.11 Organization for exploitation of new underground railway (Metro) and administration including training of personnel.

1.5 Phase Two Work items will include :

1.5.1 Continuing advice to Hellenic State on Metro development.

1.5.2 Continuous updating of «critical path» charts.

1.5.3 Supervision on behalf of Hellenic State of surveys contracted per paragraph 1.4.4 of this Appendix

1.5.4 Preparation of Master Plan Study and preparation of Master Plan Report by Consultant in cooperation with Hellenic State as per paragraph 1.4.5 of this Appendix.

1.5.5 Preparation of Feasibility Study and preparation of Feasibility Study Report by Consultant in cooperation with Hellenic State as per paragraph 1.4.6 of this Appendix.

1.5.6 Preparation of Terms of Reference and of a draft Agreement for Preliminary Study for Construction and report by Consultant in cooperation with Hellenic State and assistance to Hellenic State in selection of the designer who will prepare the study and report as well as supervision of such work.

1.5.6.1 The Preliminary Study will be based on the Master Plan and Feasibility Study prepared by Consultant in cooperation with Hellenic State, and on surveys conducted per paragraph 1.4.4 of this Appendix, and will include alternative design solutions in the designated corridors.

1.5.6.2 The Preliminary Study may commence during the phase of elaboration of the aforementioned surveys, on the basis of the Master Plan and Feasibility Study.

1.5.7 Preparation of Terms of Reference for the Final Study and construction specifications and tender documents for one or more sections to be selected from the results of the Preliminary Study, Assistance to Hellenic State in the selection of the designer who will prepare the Final Study, as well as supervision for the elaboration of this Study.

1.5.7.1 The Final Study may commence during the execution phase of the preliminary study and will be elaborated in independent sections; also, delivery of studies and specifications for equipment and materials will be effected in stages.

2. Schedule of Activities.

2.1 Within 30 days following publication of Contract in Government Gazette, Consultant will mobilize Project Manager in residence in Athens. This date hereinafter referred to as «Project Initiation».

2.2 Within sixty (60) days following publication of Contract in Government Gazette, and following request of Consultant within 10 days after signature of this Agreement, Hellenic State will arrange office space and facilities for Consultant in accordance with paragraphs 4.5.1, 4.5.2 and 4.5.3 of this Appendix.

2.3 Within 15 days following Project Initiation, Consultant will indicate his liaison officer to Hellenic State and Hellenic State will correspondingly appoint a Liaison Officer.

2.4 Within 15 days following Project Initiation, Consultant will commence work on Phase One items. Phase One work items are to be concluded within four (4) months of Project Initiation date.

2.4.1 In the event that facilities, services, or data to be placed at the disposal of Consultant by Hellenic State according to Paragraphs 3.1, 3.2, and 4.5 of this Appendix are not provided as scheduled or requested and such delay causes a delay in completion of Phase One, Consultant will notify Hellenic State in writing of such delay. In such event Hellenic State will arrange a new completion date for phase One and initiation date of Phase Two.

2.5 Within four (4) months from Project Initiation date, Consultant will commence work on Phase Two work items.

2.5.1 The Master Plan and Report will be prepared within the frame and according to the terms and provisions of the present contract.

2.5.2 The Feasibility Study and Report will be prepared in accordance with the terms of the previous paragraph 2.5.1.

2.5.3 In the event Hellenic State requests the Consultant to perform additional work related either to the Master Plan, or the Feasibility Study, or on the relevant Reports and these works are considered to be outside the scope of this Agreement the fee of the Consultant for such additional works shall be determined according to the provisions of paragraph 5.1 of Appendix I.

2.6 The total length of this Agreement will be 18 months from Project Initiation date. Any prolongation of services by Consultant will be the subject of Amendment to this Agreement, per Paragraph 15 in Appendix I «General Conditions». Prolongation of the Agreement may occur if the Work of any phase is extended by fault of Hellenic State or if Hellenic State desires such prolongation, in which case a Supplemental Agreement will be signed.

3. Information to be furnished by Hellenic State.

3.1 Hellenic State shall arrange for Consultant to have ready access, at no cost to Consultant, to all available pertinent data to successfully carry out the work, i.e.,

- 3.1.1 Reports, published and unpublished
- 3.1.2 Mapping of various scales
- 3.1.3 Unpublished studies and analyses
- 3.1.4 Aerial photography and photomosaics
- 3.1.5 Soil and geological information; soils boring data
- 3.1.6 Existing utility and sewer mapping and data
- 3.1.7 Archaeological information
- 3.1.8 EHS alignment and right-of-way mapping
- 3.1.9 All EHS plant details

3.2 Wherever possible, Consultant will request these data in writing with an indicated time limit for delivery. This information, if available in English, will be delivered in original. Photocopying can be used where practicable.

3.3 In connection with work by Consultant which required the cooperation of Hellenic State, other public agencies, or EHS, Hellenic State will provide liaison and will use its best efforts to ensure that Consultant has access, through Hellenic State, to all information required for completion of the work. Such care of Hellenic State will be provided at no cost to Consultant.

3.4 With regard to materials or data classified as «security» (secret), Hellenic State will arrange for its clearance for use and timely return to Hellenic State.

4. Facilities supplied by Hellenic State to Consultant

4.1 According to the provisions of Legislative Degree

916/71 re: amending and supplementing Law 4171 :

4.1.1 Both this Agreement and any payment under this Agreement to Consultant or to its foreign staff, including any Technical Experts who may be employed, are exempted of any stamp duties and any relative levies.

4.1.2 Any payment to be made, to Consultant or to its foreign personnel or to such Technical Experts is exempted from any tax, including income tax, stamp tax, withholdings, contributions or levies of any nature in favor of State or any third parties.

4.2 Hellenic State shall furnish all required exit and export licences for any material, equipment, testing instruments for investigations, measurements, and control or items of daily use (including personal effects) belonging to Consultant and to its foreign personnel, all of which will be imported according to the Law for free use without payment of any tax, duty or dues or in general of any other levy.

4.3 The exemption from payment of import duties, etc. as referred to in paragraph 4.2 of the present article also covers the free use of one passenger car for each of the members of the foreign staff of the Consultants, for personal use. During the entire stay of the foreign personnel in Greece for their employment on the Work these vehicles shall be considered as belonging to temporary visitors and shall thus be exempt from any circulation tax.

4.4 Hellenic State will provide all permits, licences, and other such documents at no cost to Consultant, required to enable Consultant's expatriate staff to carry out their respective responsibilities in Greece or allow Consultant to import under a free-use permit necessary material or equipment for the study.

4.5 Hellenic State following request by Consultant, will provide, without cost to Consultant, the following :

4.5.1 Office space, as required for the needs of the study, suitably furnished for Consultant, with airconditioning, hot water, toilet facilities and electrical installations, lights and power, desks, tables, chairs and drafting tables.

4.5.2 Office equipment and technical maintenance thereof, including electric typewriters, calculating machines, adding machines, and a photocopy machine.

4.5.3 Local telephone service, two main lines.

4.5.4 In case any of the articles to be delivered by Hellenic State with no charge to Consultant is not granted within the time limit agreed, Hellenic State will inform Consultant in writing within the time limit provided by paragraph 2.1 of this Appendix. In such case, authority will be granted to Consultant to secure such article on a price agreed with Hellenic State and be compensated for such expenses in accordance with Article 5 of this Appendix, and the articles will become the property of Hellenic State.

5. Compensation of Consultant and Mode of Payment

5.1 The compensation of Consultant is defined as follows :

5.1.1 A lump-sum as fixed fee, covering the Work and which is scheduled for payment by installments during the 18-month period, as specified here below. This fixed fee includes the compensation to Consultant for the provision of five (5) man-months of services by Technical Experts at the Head Offices of Consultant during the 18-month period of performance of the Work, expenses of Consultant for services to be provided in the Work which are not reimbursable to Consultant within the terms of this Contract, as well as any fee of Consultant for making available the services of the Project Manager during the 18 - month period of the

Work. The lump-sum fee to be in U.S. dollars payable through the Bank of Greece to Head Office in Chicago of Continental Illinois National Bank and Trust Company of Chicago and can be exported in free exchange.

5.1.2 Regular and extra fees and expenses made during the Work, concerning payments for personnel residing in Athens as well as the personnel arriving for short periods in Greece to provide Expert services periodically.

5.2 On condition that the general time limits set forth in the Agreement are observed, the payment to Consultant of the fixed fee will be made as follows:

5.2.1 In the time period intervening between the validity of the present Agreement and 30 days following Project Initiation date a sum amounting to twenty five per cent (25%) of the lump-sum compensation in U.S. dollars will be paid at one time, as an advance brought to the credit of the Consultant's account at the Bank as per paragraph 5.1.1 of this Appendix.

5.2.2 The balance of the lump-sum compensation, i.e. the percentage of 75 %, will be paid Consultant in U.S. dollars through the same Bank, after the beginning of the Work and in four installments, as follows:

5.2.2.1 A percentage of 15 % after six (6) months from the Project Initiation date.

5.2.2.2 A percentage of 15 % after nine (9) months from the Project Initiation date

5.2.2.3 A percentage of 20% after twelve (12) months from the Project Initiation date.

5.2.2.4 A percentage of 25 % after completion of the Work or after the lapse of eighteen (18) months from the Project Initiation date, if the Work is being continued beyond this time limit.

5.2.3 Hellenic State will make a deposit through the Bank of Greece at Head Office in Chicago of Continental Illinois National Bank and Trust Company of Chicago at the beginning of the Work, for the amount of eighty-five thousand three hundred U.S. dollars (\$ 85,300.00) representing the total fixed fee, together with an irrevocable order to the same Bank for the payment to Consultant of the amount of twenty-one thousand three hundred twenty-five U.S. dollars (\$ 21,325.00) representing the advance payment of 25 % per paragraph 5.2.1 immediately after the delivery to Hellenic State by Consultant of a Bank Letter of Guarantee of an acceptable Bank for the equivalent of the advance payment, which will be deposited with the Bank of Greece. Hellenic State will also give the irrevocable order to the Bank for the payment to Consultant following advice by Hellenic State, the amounts due to him each time according to the provisions of this Agreement. The above-mentioned Letter of Guarantee will be valid for the period of eighteen (18) months. However, it may be possible to return it to Consultant before the lapse of the eighteen (18) months, upon completion of the provided services and/or by order of the authorized Hellenic State's Service.

5.3 Compensation to Consultant for services of Project Manager in Athens.

5.3.1 The sum of five thousand U.S. dollars (\$ 5,000.00) per month will be paid to Consultant in U.S. dollars for the services of Project Manager, appointed by Consultant, throughout the period of his services on the Work. This monthly amount includes salary cost, required lawful social payments as salary burden, and Consultants overhead and general expenses related to the salary amount.

5.4 Compensation to Consultant for services of the Technical Experts at the Head Office of Consultant and in Athens.

5.4.1 Upon proposal from the Project Manager justifying the need of a Technical Expert in the Home Office or in Athens, the length of time of his occupation and proposed rate of compensation to Consultant, Consultant with the written agreement from Hellenic State, will arrange for the Expert to be engaged, a curriculum vitae of whom will be submitted with the proposal.

5.4.2 Consultant will charge up to the sum of Two hundred twenty-four U.S. dollars (\$ 224.00) for a Senior Expert, up to One hundred ninety-two U.S. dollars (\$ 192.00) for a Junior Expert, and up to One hundred forty-four U.S. dollars (\$ 144.00) for an Assistant Expert respectively for each day of services provided by each one of the Experts engaged as per paragraph 5.4.1. This daily amount includes salary cost, required lawful social payments on salary burden, and Consultants overhead and general expenses related to the salary amount. Such sum will compensate the work to be performed in Greece or in other offices of Consultant, in addition to the number of man-months mentioned in paragraph 5.1.1 of this Appendix. Such compensation will be paid also for the days of traveling by air between permanent office of Expert and Athens.

5.4.3 Should Consultant propose retaining the services of a special advisor not on Consultant regular payroll, the advisability of such engagement and separate rate of compensation to Consultant will be negotiated in writing with Hellenic State at the time of proposal.

5.4.4 Within the first thirty (30) days after signature of the Agreement Consultant will submit to Hellenic State for review and approval, to be granted in writing, a list of the required local personnel for his support, by category (technicians, draftsmen, typists, translators, messengers, etc.), with suggested rates of compensation per category. The compensation for the services of these personnel will be made in drachmae and treated as a direct project expense according to paragraph 5.6.1 of this Appendix. The number of above personnel required will be modified according to the project requirements from time to time.

5.5 Miscellaneous expenses of the Project Manager and of other Technical Experts.

5.5.1 Airway tickets (to and from), tourist class :

I) Two for the Project Manager, one of which is made available for use during his regular annual leave.

II) One for each Expert flying to Athens from abroad.

5.5.2 Lodging facilities in Greece, living allowance, and transportation expenses in Athens.

5.5.2.1 The sum of Twenty-five thousand drachmae (Drs. 25,000) per month will be paid to Consultant for the lodging, the living allowances, and transportation expenses of the Project Manager in Greece throughout the period of his stay in Greece.

5.5.2.2 An amount of One-thousand five hundred drachmae (Drs. 1,500) per day will be paid for living allowances and local transportation expenses in the Athens area, of each assigned Expert, for each man-day of work in Greece.

5.5.3 The sum of Five-thousand U.S. dollars (\$ 5,000.00) per month will be paid to Consultant in U.S. dollars for the provision by the Consultant of a capable person to replace the Project Manager in Greece during the period of his monthly leave. This payment is to be in addition to the regular compensation to Consultant for the services of Project Manager.

5.5.4 Upon written proposal from the Project Mana-

ger, for the need of one or more vehicles for the proper performance and supervision of the studies and surveys under this Agreement and following approval by Hellenic State of this proposal, Hellenic State will authorize in writing Consultant to rent the necessary vehicles. Any costs for hiring and operating such vehicles will be compensated to Consultant by Hellenic State according to paragraph 5.6.1 of this Appendix.

5.6 Partial payments to Consultant for the Project Manager, the Technical Experts and the direct expenses.

5.6.1 Statements for the partial payments and expenses will be submitted to Hellenic State within twenty (20) days after the end of each month, starting from the Project Initiation date, and will be due and payable thirty (30) days after the day of submission of statement.

5.6.2 Each statement will include the Project Manager's and Experts' compensation as well as all direct expenses provided by the Contract incurred during the preceding month, and will be fully justified. It will show separately the amounts to be paid in drachmae and the amounts to be paid in U.S. dollars.

5.6.3 Hellenic State, at the beginning of the works, will open a Bank Account with the Bank of Greece from which will be withdrawn the amounts for the payment of the above expenses.

5.6.4 Payments for lodging, local transportation, and other allowed direct expenses in Greece as well as cost of air tickets to and from Greece will be paid in drachmae to the Athens Branch Office of Consultant's Bank. Daily or monthly compensations for Project Manager, his replacement, and each Expert, will be paid in U.S. dollars to Head Office in Chicago of Consultant's Bank, through the Bank of Greece.

5.6.5 In the event of termination of the Agreement by Hellenic State in accordance with paragraph 6.1.1, Appendix I, «General Conditions», and through no fault or neglect on the part of the Consultant, Hellenic State will pay to the Consultant the portion of the fixed fee due on the date established for termination, Hellenic state will at the same time return the letter of guarantee to the Consultant if the letter of guarantee is still held by the Hellenic State. In addition, Hellenic State will reimburse the Consultant for all salaries and wages due Consultant's personnel at the rates established hereinabove, and for all direct expenses of travel and subsistence, during the repatriation of said personnel, in accordance with paragraphs 6.1.2. and 6.1.3. of Appendix I, «General Conditions».

5.6.6 For the purposes of this Agreement, «Month» is one calendar month; day is one 8-hour working day, but inclusive of Greek statutory holidays.

Signed By
For Hellenic State
The Ministers

By the Prime Minister
on Programming and Mercantile Marine
Governmental Policy Transport and Communications
K. Papadopoulos O. Yakas

For the Companies
DeLeuw Cather International, Inc.
George M. Cookson

and
Wilbur Smith and Associates. Inc.
James. D. Decker