**CONTRACT No.** **[ ]**

**between**

**the International Atomic Energy Agency**

**and**

**[Contractor]**

**concerning**

**CONSTRUCTION WORKS OF A GREENHOUSE AT THE IAEA LABORATORIES IN SEIBERSDORF (FOR THE ReNuAL2 PROJECT)**

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria and [Contractor’s name] (hereinafter referred to as the “Contractor”), whose address is [Contractor’s address]. Hereinafter, the IAEA and the Contractor are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS as part of the implementation of the second phase of the Renovation of the Nuclear Applications Laboratories (hereinafter referred to as “ReNuAL2”) project, the IAEA requires the performance of construction works for a greenhouse building including necessary installations as further defined in this Contract, at the site of the IAEA laboratories at Seibersdorf, Lower Austria, in accordance with the scope detailed under this Contract;

WHEREAS the IAEA has entered into a separate contract for the preparation of the infrastructure for the greenhouse building (hereinafter referred to as “Basic Green”);

WHEREAS the IAEA requires a qualified contractor to perform on schedule and on budget, the Works as required under this Contract, including work necessary to ensure compatibility of the greenhouse building with the infrastructure being prepared under Basic Green, by coordinating with the Basic Green contractor and sharing all information about the greenhouse building required to complete Basic Green;

WHEREAS before submitting the Contractor’s Proposal, the Contractor has inspected and examined the Site and its surroundings and has informed itself regarding available information on matters relative to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and in general has obtained all necessary information to assess contingencies which may influence or affect its performance of the Works required under this Contract;

WHEREAS the Contractor has reviewed and accepted the IAEA Statement of Work and has agreed to perform the Works based on such Statement of Work;

WHEREAS the Contractor represents that it has the necessary skill, know-how and resources and is ready and willing to effectively and efficiently perform the Work as required by the IAEA in accordance with this Contract;

WHEREAS the Contractor confirms that it understands that the Works (as defined below) shall be performed as a turn-key project;

NOW, THEREFORE the IAEA and the Contractor hereby agree as follows:

# Article 1

# Definitions

* 1. For the purposes of this Contract, the following terms shall have the meanings ascribed to them in this Article. The meanings ascribed to any terms consisting of, or convertible into, verbs shall be adjusted as appropriate to the form in which the term is being used within a given provision.

**“Basic Green”** means the preparatory work related to the foundation and infrastructure required for the installation of the Greenhouse, which is performed under a separate contract concluded by the IAEA;

**“Certificate of Completion”** means the certificate issued by the IAEA after the Contractor has completed the relevant Works, confirming that such Works have been completed and conform to the requirements of this Contract and can reasonably be expected to achieve the IAEA’s requirements;

**“Certificate of Substantial Completion”** means the certificate issued by the IAEA upon Substantial Completion of the Works and referred to in Article 8 (“Acceptance”) of this Contract;

**“Change Order Request”** means an order with a request in the form specified by the IAEA, for a change to the Works and issued in accordance with Article 13 (“Change Control Procedure”) of this Contract;

**“Condition of Default”** means any failure of any kind whatsoever by a Party to this Contract to perform its obligations or responsibilities under this Contract, whether or not such failure is of a material or substantial nature, except where such failure is caused by Force Majeure. If after receiving notice of a Condition of Default, the defaulting Party fails to cure it within the time so specified in the notice or as prescribed in this Contract, a Condition of Default becomes an Event of Default;

**“Contract Construction Documentation”** means all of the detailed documentation required to be prepared by the Contractor including, but not limited to, documentation, photos and protocols, certificates, testing protocols, reports of inspections, manuals to construct and complete the Works;

**“Contract Material”** means any work produced in the course of performing the Works under this Contract and provided to the IAEA, including without limitation the Contract Construction Documentation;

**“Contract Price**”means the firm fixed price of the Works as indicated in Article 9 (“Contract Price”) as may be adjusted under any Change Order Request issued by the IAEA pursuant to Article 13 (“Change Control Procedure”), not subject to escalation and for which the Contractor shall perform the Works and comply with the contractual obligations of this Contract, regardless of whether the Contractor has exceeded the estimates of work, resources and/or expenses necessary to complete the Works;

**“Contractor”** means the legal entity named in the preamble of this Contract and includes that Party’s successors, executors, and permitted assignees. The Contractor shall be the IAEA’s only interface for all matters pertaining to execution of the Works under this Contract;

**“Contractor’s Equipment”** means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Contractor or its Subcontractor(s) for the execution of the Works under this Contract;

**“Contractor’s Proposal”** means the Contractor’s proposal (Technical and Commercial Proposal) dated [INSERT DATE] attached as Annex 2 to this Contract;

**“Contractor’s Representative”** means a person appointed in writing by the Contractor to be the Contractor’s representative and notified as such in writing to the IAEA by the Contractor in accordance with Article 29 (“Points of Contact”) of this Contract;

# “Date for Substantial Completion” means the last day of the period of time for Substantial Completion provided in the Contractor’s Proposal and accepted by the IAEA as the Date for Substantial Completion for the Works or any extension of time for Substantial Completion granted by the IAEA in written form;

**“Detailed Design Documents”** means the IAEA owned design documents for the Greenhouse as included in the Statement of Work, specifying the scope, functionality and quality standards of the Works, and containing all plans, drawings, specifications, and bill of quantities;

**“Documentation Work”** means all work required to be undertaken or managed by the Contractor to achieve the Contract Construction Documentation;

**“Event of Default”** means any material or substantial failure by a Party to this Contract to perform its obligations or responsibilities under this Contract giving rise to the remedies provided in this Contract;

**“Force Majeure”** means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, industrial and/or civil disturbances, formal orders of local courts and authorities or any other act of a similar nature or force, provided that such acts arise from causes beyond the control of a Party and without the fault or negligence of that Party. Force Majeure shall not include (i) any event that is caused by negligent or intentional action of the Contractor or its Subcontractors, representatives, agents, or employees, nor (ii) any event which the Contractor could reasonably have been expected to both (a) take into account at the time of entering into this Contract and (b) avoid or overcome in the carrying out of its obligations hereunder;

**“Greenhouse”** meansa prefabricated steel/glass/aluminium greenhouse building, as further defined in the Statement of Work, for the operations of the Plant Breeding and Genetics Laboratory, the Terrestrial Environment Laboratory and the Soil and Water Management and Crop Nutrition Laboratory, which is compatible with Basic Green;

**“IAEA’s Equipment”** means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the IAEA and/or an IAEA’s Equipment Contractor;

**“IAEA’s Equipment Contractor”** means a supplier engaged separately by the IAEA for the supply and, if required, installation of the IAEA’s Equipment;

**“IAEA Information”** shall have the meaning prescribed in Article 20 (“Confidential nature of documents and information”) of this Contract;

**“IAEA’s Representative”** means the person appointed in writing by the IAEA to be the IAEA’s Representative and notified as such in writing to the Contractor by the IAEA in accordance with Article 29 (“Points of Contact”) of this Contract;

**“Information”** shall have the meaning prescribed in Article 20 (“Confidential nature of documents and information”) of this Contract;

**“Request for Information Form”** means the document used to request Variations and Change Requests in accordance with Article 13 (“Change Control Procedure”) of this Contract. A model of the Request for Information document is attached as Annex 3 to this Contract;

**“Site”** means the land or places to be made available to the Contractor and any other land or places made available by the IAEA for the purpose of this Contract;

**“Statement of Work**” means the scope of work document including the Detailed Design Documents, attached as Annex 1 to this Contract, which describes the IAEA’s requirements for the Works under this Contract including, without limitation, the performance, the scope, the quality, the functional and/or technical requirements;

**“Subcontractor”** means a person engaged by the Contractor to perform any part of the Works;

**“Substantial Completion”** means that stage in the execution of:

1. the Works under this Contract when:
   1. the Works are complete except for minor omissions and minor defects:
      1. which do not prevent the Works from being reasonably capable of being used for their intended purpose;
      2. which the IAEA determines the Contractor has reasonable grounds for not promptly rectifying; and
      3. rectification of which will not prejudice the convenient use of the Works;
   2. those tests which are required by the Contract to be carried out and passed or satisfied before the Works can be regarded as having reached the stage of Substantial Completion, have been carried out and passed or satisfied;
   3. all specific requirements for Substantial Completion set out in the Contractor’s Proposal have been fully satisfied;
   4. documents and other information required under this Contract which, in the opinion of the IAEA, are essential for the use, operation and maintenance of the Works have been supplied to the IAEA; and
   5. all other necessary permits, registrations, approvals, certifications, consents or licences have been provided to the IAEA;

**“Temporary Works”** shall include items to be constructed which are not intended to be permanent and form part of the Works;

**“Variation”** means any changes which the IAEA may direct the Contractor to do pursuant to Article 13.2 (“IAEA Request for Variations”) of this Contract;

**“Warranty Period”** means the period of thirty-six (36) months commencing on the date of the Certificate of Completion for the Works;

**“Works”** means all the goods and services to be provided by the Contractor and/or its Subcontractors in order to fulfil the Contractor’s obligations in accordance with this Contract, and the remedying of any defects in connection therewith, including goods and services instructed by the IAEA under a Change Order Request.

* 1. The Parties agree that words and abbreviations, not specifically defined above, but which have well known technical or trade meaning, are used in this Contract in accordance with such recognized meaning.
  2. Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.
  3. The headings in this Contract are for indicative purposes and shall not be taken into consideration for its interpretation.
  4. If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of this Contract will not be affected and this Contract will read as if the part had been deleted.

# Article 2

# Scope of Work

1. **[Scope]** The Contractor shallperform the Works in accordance with this Contract, including all its Annexes. The Works shall be completed on time and include all the works as necessary for the issuance of a Certificate of Completion for the Works.
2. **[Change Order Requests]** If required, the Contractor shall perform any modification or additional Work agreed under a Change Order Request. Such Work shall be performed and completed by the Contractor in accordance with this Contract and any other provisions that may be applicable pursuant to the relevant Change Order Request.

# Article 3

**General Responsibilities of the Contractor**

1. **[General]** The general responsibilities of the Contractor listed in this Article*,* although compulsory, are intended to be illustrative of the range of responsibilities required for the completion of the Works. In this connection, the Contractor shall undertake, under the terms and conditions of this Contract and at no additional cost to the IAEA, any other tasks or activities as may be necessary to successfully complete the Works within the quality standards, timeframe and costs set forth in this Contract.

# [Compliance with Statutes, Laws, Regulations, etc.]

* 1. The Contractor shall satisfy all statutory requirements and shall perform the Works under this Contract in accordance with statutes, ordinances, laws, regulations, including those of the IAEA, and with the by-laws of any local or duly constituted authority, which may be applicable to the Works or to any Temporary Works. In particular, the Contractor shall perform Works under this Contract in accordance with the IAEA’s Anti-Fraud Policy, which specifically applies to this Contract. The Contractor shall be responsible for coordinating with local authorities and utilities, at no additional cost to the IAEA, in a timely manner to assure the proper conformance with the approved schedule. If a statutory requirement is at variance with a provision of this Contract, as soon as the Contractor discovers the variance, the Contractor shall notify the IAEA in writing specifying the difference.
  2. If a change to a statutory requirement:
     1. necessitates:
        1. a change to the Works;
        2. a change to so much of the Temporary Works, constructional plant or method of working as may be specified in the Statement of Work, a change, being the provision or expansion of services of a municipal, public or statutory authority in connection with the Works or Temporary Works;
     2. an increase or decrease in a fee or charge or payment of a new fee or charge; or
     3. could not reasonably have been anticipated,

then to the extent that such change causes the Contractor to incur more or less cost than otherwise would have been incurred, the Contract Price shall be adjusted in accordance with this Contract.

1. **[ÖNORM]** To the extent not contrary to any explicit provision in this Contract and without prejudice to the privileges and immunities of the IAEA, the version of the ÖNORM being in force and applicable during the conduct of the Works (the “ÖNORM“) shall apply to this Contract.
2. **[Contractor’s Superintendence]** The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the IAEA may consider necessary for the proper fulfilment of the Contractor’s obligations under this Contract. The Contractor or a competent and authorized agent or representative approved in writing by the IAEA, which approval may at any time be withdrawn, shall, liaise with the Agency, and shall give its whole time to the superintendence of the Works. If approval of the Contractor’s authorized agent or representative is withdrawn by the IAEA, as provided in paragraph 5 below, the Contractor shall as soon as practicable after receiving notice of such withdrawal remove the agent or representative from the Site. The Contractor shall replace him/her with another agent or representative approved by the IAEA. The Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again for the duration of this Contract. Such authorized agent or representative shall be required to receive on behalf of the Contractor’s directions and instructions from the IAEA.
3. **[Contractor's Employees, Agents and Representatives]** The Contractor shall make its own arrangements for the engagement and accommodation of all labour local or otherwise. The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works: (i) only such technical assistants as are skilled and experienced in the Works assigned to them and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise; (ii) such skilled semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works; and the Contractor shall ensure that all staff it deploys to perform Work under this Contract will conform to a high standard of moral and ethical conduct. Notwithstanding the above, the IAEA shall be at liberty to object and to require the Contractor to remove forthwith from the Works any agent, representative, or other person employed by the Contractor in or about the execution or maintenance of the Works, who in the sole opinion of the IAEA is misconducting himself, or is incompetent or negligent in the proper performance of its duties, or whose employment is otherwise considered by the IAEA to be undesirable, and such person shall not be again employed for purposes of the Works without the written permission of the IAEA. Any person so removed from the Works shall be replaced as soon as is reasonably possible by a competent substitute approved by the IAEA.
4. **[Documentation Work]** The Contractor shall, with skill, care and diligence:
5. produce the Contract Construction Documentation in accordance with the Detailed Design Documents so that the Contract Construction Documentation will be fit for its intended purpose in all respects;
6. manage any Subcontractors in the production of the Contract Construction Documentation.
7. **[Conduct of the Work]** The Contractor shall, with skill, care and diligence construct and complete the whole of the Works in accordance with this Contract and, without restricting the generality of the foregoing the Contractor shall:
8. perform the Works in accordance with the Statement of Work, and the Contract Construction Documentation;
9. arrange for the supply of all, materials, labour, plant and equipment, and all other appropriate tangible and intangible items necessary for the execution and completion of the Works and the Contractor's obligations under this Contract, including (without limitation) the Site establishment, services and facilities.

# [Supply of Documents]

* 1. **[Documents]**
     1. The Contractor shall promptly supply any documentation requested by the IAEA at any time during the execution of Contract.
     2. The Contractor shall maintain a marked up set of all “as constructed” installation drawings and submit these for review to the IAEA within one month of the completion of the relevant Works. All documentation shall be in the English language.
     3. At least three (3) months prior to the Date of Substantial Completion of the Works, the Contractor shall provide to the IAEA two (2) copies of “interim” operating manuals and maintenance manuals for all components of the Works.
     4. Within two (2) weeks after the Date of Substantial Completion, the Contractor shall provide to the IAEA:
        1. three (3) copies of the final operating manuals and maintenance manuals required by the IAEA; and
        2. three (3) complete sets of “as constructed” drawings, trade specifications and other required documents. The “as constructed” drawings are a prerequisite for the issuance of the Certificate of Completion.
     5. All drawings required to be provided by the Contractor shall be in both hard copy and electronic format. The drawings shall be numbered using the IAEA standard drawing nomenclature. The hard copy format shall be in accordance with the relevant standards. The electronic format shall be provided on CD-ROM in a format acceptable to the IAEA for Maintenance Manuals (excluding manufacturer's literature) and in “Auto CAD” drawing format for “as constructed” drawings. In particular, architectural and engineering drawings shall be prepared using A0 size paper, laid out and lettered in a manner that allows for ½ size (A2) reproduction and provided both electronically in “AutoCAD” files and in six (6) sets of hard copies.
     6. Within two (2) weeks after the Date of Substantial Completion of the Works, the Contractor shall also provide to the IAEA:
        1. a list of all relevant guarantees and warranties required by this Contract;
        2. certificates from each of the Subcontractors certifying that the Works comply with the Construction Documentation; and
        3. all other certificates required by this Contract and evidence of all approvals, consents and permission from all authorities.

# [Availability of Documents]

* + 1. Whilst Work under this Contract is being performed, one complete set of written information supplied by the IAEA and the Contractor shall be kept by the Contractor at the Site or other location approved in writing by the IAEA and shall be available at all times for reference by the IAEA.
    2. During the manufacture or assembly of any significant part of the Work under this Contract away from the part of the Site where the Works are to be constructed, a set of the drawings and written information relevant to that part of the work shall be kept by the Contractor at the place of manufacture or assembly and shall be available for reference by the IAEA.

1. **[Noise, Disturbance and Nuisance Control]** The Contractor shall take all steps to minimise noise, dust and other nuisances; and prevent the escape of any material from the Site onto property and roads near the Site.

# [Protection of People and Property]

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
2. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
   1. all employees at the Site and all other persons who may be affected thereby;
   2. all the Work, IAEA’s Equipment, Contractor’s Equipment, spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Site, which is under the care, custody or control of the Contractor or any of its Subcontractor(s); and
   3. other property at the Site or adjacent thereto.
3. The Contractor shall give all notices and comply with all applicable laws and rules bearing on the safety of persons, property and/or their protection from damage, injury and loss.
4. The Contractor shall erect and maintain, as required by existing conditions and progress of the Works, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
5. When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Works, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
6. The Contractor shall be responsible for the prevention of accidents at the Site during the execution of the Works.
7. The Contractor shall demonstrate adherence to local safety standards by submission of a weekly safety inspection report directly to the IAEA from the relevant third party performing such inspections.
8. In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened injury, damage, and loss.
9. The Contractor shall promptly remedy all damage and loss to any property, referred to in this Article, caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under this Article, except damage and loss attributable to the acts or omissions of the IAEA or anyone directly or indirectly employed by it, or by anyone for whose acts the IAEA may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Article 28 (“Insurance and liability”).
10. If the Contractor fails to comply with an obligation under this Article, the IAEA may, in addition to any other remedy, perform the obligation on the Contractor’s behalf and the cost incurred by the IAEA shall be a debt due from the Contractor to the IAEA.
11. **[Care of the Works]** The Contractor shall, from commencement to substantial completion of the Works, take full responsibility for the care thereof and of all Temporary Works. In case any damage, loss or injury should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever, the Contractor shall at its own cost repair and make good the same so that at substantial completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of this Contract and the IAEA’s instructions.
12. **[Setting-Out]** The Contractor shall be responsible for the construction means, methods, techniques, sequences or procedures, as well as for safety precautions and programmes in connection with the Works, as well as for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the IAEA in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in connection with the construction means, methods, techniques, sequences or procedures, safety precautions or programmes, or with the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the IAEA, shall, at its own cost, rectify such error to the satisfaction of the IAEA. If a survey peg, benchmark, reference mark, signal, alignment, level mark or any other mark is disturbed or obliterated, the Contractor shall immediately notify the IAEA and, unless the IAEA otherwise directs, the Contractor shall reinstate it.
13. **[Preventive/Corrective Measures**] The Contractor shall be fully responsible for the review of the Detailed Design Documents included in the Statement of Work and shall inform the IAEA of any mistakes or incorrect design which would affect the successful outcome of the Works.
14. **[Interference with traffic and adjoining properties]** All operations necessary for the execution of the Works and for the construction of any Temporary Works shall, so far as compliance with the requirements of this Contract permits, be carried out so as to not interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the IAEA or of any other person. Without prejudice to Article 18 (“Indemnification”) of this Contract, the Contractor shall hold harmless and indemnify the IAEA in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such interference in so far as the Contractor is responsible therefor.
15. **[Other contractors]** The Contractor shall cooperate with other IAEA contractors required by the IAEA to work on the Site. To this effect, the Contractor shall, in accordance with the requirements of the IAEA, not interfere with the work of such contractors and shall afford all reasonable opportunities for the carrying out of work by any such contractor, its workmen and the workmen of the IAEA and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in this Contract or of any contract which the IAEA may enter into in connection with or ancillary to the Works.

# [Site]

* 1. **[Site Cleanliness]**
     1. During the progress of the Works the Contractor shall, on a daily basis, keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.
     2. The Contractor shall ensure that the removal of all rubbish and surplus material is done in an environmentally conscious manner, with recycling options being utilised at every opportunity.
     3. If the Contractor fails to comply with any obligation imposed on the Contractor by this Article 3.16, the IAEA may, after having given reasonable notice in writing to the Contractor, have the work of cleaning and tidying up carried out by other persons and the cost incurred by the IAEA in having the work so carried out may be recovered by the IAEA as a debt due from the Contractor to the IAEA. The rights given by this paragraph are in addition to any other right contained in this Contract.
  2. **[Delivery of Materials to and Work on Site before Possession]** Until possession of the Site or part of the Site is given to the Contractor, the Contractor shall not deliver materials to or perform Works on the Site or part of the Site, as the case may be, unless approval in writing is given by the IAEA.
  3. **[Clearance of Site on substantial completion]** Within fourteen (14) days upon the Substantial Completion of the Works, the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the IAEA. The IAEA may extend the time for removal of Temporary Works or constructional plant necessary to enable the Contractor to perform remaining obligations.

# Article 4

# Warranties

1. The Contractor warrants that at all times it shall be suitably qualified and experienced and shall exercise due skill, care and diligence in the execution and completion of the Works under this Contract. The Contractor further warrants to the IAEA the following:
   1. **[Review of the conditions of the Site]** It has visited the Site, ascertained conditions and gathered information pertaining to or affecting its work under given conditions at the Site in view of the requirements of this Contract, including but not limited to:
      1. the condition of the surface and all structures thereon, both natural and artificial, the surface and ground water level and water supplies;
      2. the nature, location and character of the Site(s) as well as available labour and equipment supply;
      3. the quantity and quality of all materials, supplies, tools, equipment, labour and professional services necessary to complete the Works as required in this Contract; and
      4. all pertinent national, local laws and rules, in particular building permissions and construction regulations.

None of the conditions or/and circumstances referred to in this paragraph shall justify non-compliance with the provisions of this Contract.

* 1. **[Adequacy of the Contractor’s Proposal]** It has investigated and satisfied itself of the adequacy and suitability of the Statement of Work to enable the Contractor to perform all the Works under this Contract without limitation in accordance with this Contract. In particular, the Contractor warrants the sufficiency of the Contract Price.

# [No Collusion]

* + 1. It had no knowledge of the proposed price of any other bidder, nor did it communicate with any other bidder in relation to its proposed price, or a price above or below which a bidder may propose (excluding any pricing advised by the IAEA), nor had it entered into any contract, arrangement or understanding with another bidder to the effect that this Contractor or another bidder would propose a non-competitive price, for the Works under this Contract, at the time of submission of its proposal;
    2. except as disclosed in its proposal, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its proposal or this Contract, nor paid or allowed any such money, nor will it pay or allow any such money;
    3. except by prior contractual agreement with the IAEA, it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other bidder for the Works under this Contract, nor received any money or allowance from or on behalf of any other bidder relating in any way to its proposal or this Contract, nor will it pay or allow or receive any money as aforesaid.
    4. In the event of the Contractor paying or allowing any money in breach of this clause, the IAEA may deduct from payments to this Contractor an equivalent sum as an amount due from the Contractor to the IAEA, in addition to any other claim, demand, action or proceeding the IAEA may have against the Contractor (whether for damages or otherwise).
    5. Without limitation, if the Contractor commits a breach of this clause, the IAEA may at its discretion terminate this Contract and claim damages for breach of contract.
  1. **[Noise, Dust and Nuisances]** It has assessed the potential for delays, disruption, suspension and extra costs in the performance of the Works under this Contract from any cause associated with noise, dust and other nuisances, the presence of other contracts that are notified by the IAEA to the Contractor before the time of submission of the Contractor’s Proposal, and the use of the premises in which the Site is located and has made due allowance in its Contractor’s Proposal and will not claim any extra amount or extension of time from the IAEA due to compliance with Article 3 (“General Responsibilities of the Contractor”) of this Contract.
  2. **[Good Faith]** It shall perform all duties and act in good faith.

# [Documentation Work]

* + 1. In carrying out Documentation Work, the Contractor will exercise a degree of skill, care and diligence expected of a skilled and competent design professional who regularly acts in the capacity in which the Contractor is engaged;
    2. it will complete all Documentation Work in accordance with the Detailed Design Documents and the requirements of this Contract so that the Contract Construction Documentation will be suitable, appropriate and adequate;
    3. it has sufficient design resources (including Subcontractors) to maintain efficient and timely production of all Contract Construction Documentation.

# [Work Requirements]

* + 1. The Works will be conducted and completed in accordance with the Contract Construction Documentation, all other requirements of this Contract and the requirements of all statutory authorities;
    2. the Work will comply with any relevant standards or this Contract, and if more than one, the highest of such standard;
    3. if the Contract Construction Documentation does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect will be in accordance with the Detailed Design Documents, and will be fit for their intended purpose and consistent with the nature and character of the Works; and
    4. all Works when completed will be free from defects and fit for their intended purpose.
  1. **[Contract Price]** The IAEA will not pay any greater amount than the Contract Price for the Works, and that the Contractor shall meet, pay and discharge to the satisfaction of the IAEA all moneys, payments, obligations and liabilities whatsoever over and above the Contract Price.

1.9 **[Subcontractors]** All Subcontractors engaged by the Contractor shall have the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted and the Contractor shall not engage a Subcontractor if the Contractor knows of any reason why that Subcontractor’s tender should not be accepted.

1.10 **[Patents, Copyright and Other Intellectual Property Rights]** The Contract Materials and methods of working will not infringe any patent, copyright, moral right, registered design, trademark or name, or other protected right.

1. The Contractor acknowledges that all warranties and indemnities given under this Contract will remain unaffected notwithstanding:
2. any advice, review, comment, approval or direction by the IAEA, the IAEA's Representative or the employees, consultants or agents of the IAEA in respect of:
   1. any matter wherein the Contractor has an obligation under this Contract to undertake its own investigations; and
   2. Design Work, Documentation Work or any other Work produced by the Contractor;
3. any Change Order Request issued under Article 13 (“Change Control Procedure”);
4. that the Contractor engages any Subcontractor in connection with any of the Works under this Contract (whether with or without the consent of the IAEA).

# Article 5

# Work Programme

1. **[Commencement of the Work]** The Contractor shall commence the Works immediately upon the entry into force of this Contract. The Works shall be completed in accordance with the schedule outlined in Appendix G7 of Annex 1.
2. **[Work diary, Project Control]** The Contractor shall, during the period from the commencement of the Works until the issue of the relevant Certificate of Completion, keep a work diary on which it records, in chronological order, all the activities which have been performed, any substantial facts which may influence the progress of the operations, and the hours spent by each member of Contractor's personnel. The work diary will be signed every workday by the Contractor’s Site representative and submitted to the IAEA. The Contractor shall also comply with all project control measures as required in the Statement of Work and stipulated in the Contractor’s Proposal. The Contractor shall update progress of the Work and schedule on a bi-weekly basis, including critical paths, dates or durations and percentages of current activities completed and reflected in a progress update report. The Contractor shall also submit a three-week “look ahead” detailed schedule on a bi-weekly basis showing the specific activities taking place in the upcoming weeks. The three-week “look-ahead” schedule shall also indicate the percentage(s) of scheduled activities that has been completed.

# [Deliverables]

1. In addition to any documentation required hereinunder, the Contractor shall prepare and submit to the IAEA the deliverables set out in the Statement of Work.
2. The deliverables shall contain sufficient information for the IAEA to determine the extent of the Works carried out by the Contractor and confirm that satisfactory progress in the implementation of this Contract has been achieved.
3. The Contractor shall comply with the deadlines stipulated in the Statement of Work, as applicable.
4. Unless otherwise stipulated, the Contractor shall submit the deliverables in 1 (one) original and 2 (two) copies, in English, and dispatched by registered, express mail. The deliverables must be suitably packed and carefully marked with the following information: this Contract number, title of the deliverable, as well as description of contents.
5. The Contractor shall provide any additional information or clarification to the relevant deliverable upon request by the IAEA.
6. **[Extension of time for Substantial Completion]** If, subject to the provisions of this Contract, the IAEA orders alterations or additions to the Works in accordance with Article 13 (“Change Control Procedure”), or if circumstances constituting Force Majeure have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works. The IAEA shall, upon application of the Contractor, determine the period of any such extension of time, provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor. Any request for extension of the time shall be submitted to the IAEA at the time of its occurrence or knowledge, otherwise said request shall be deemed to be waived. The request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Works.
7. **[Rate of Progress]** The Contractor shall ensure that any Works in an area that will interfere with its use are not commenced unless and until the Contractor has all materials and labour available necessary to perform the Works satisfactorily and expeditiously in the area. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the IAEA too slow to ensure the completion of the Works by the prescribed time for completion, a Condition of Default will have occurred, and the IAEA shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary, including additional manpower, work hours, crews, equipment, material, and the IAEA may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion at no additional cost to the IAEA.
8. **[Working Hours]** The Contractor shall perform work during normal working hours or off-hour time to complete the work by the stipulated deadline. No extra compensation will be granted for overtime, premium time or extra labour cost. Works at night shall be carried out in accordance with Austrian laws and without unreasonable noise and disturbance.
9. **[Temporary Suspension of Work]** The IAEA may, at any time, temporarily suspend the Works, in whole or in part, being performed by the Contractor under this Contract by giving thirty (30) days advance notice in writing to the Contractor. The Works so suspended shall be resumed by the Contractor on the basis of a revised time schedule mutually agreed upon between the Parties. Any cost incurred by the Contractor by reason of a suspension shall be borne by the Contractor, but if the suspension is due to an act or omission of the IAEA, the IAEA or an employee, consultant or agent of the IAEA and the suspension causes the Contractor to incur more or less cost than otherwise would have been incurred but for the suspension, then the difference shall be valued by the IAEA under Article 13.2 (“ IAEA Request for Variations”) of this Contract and the Contract Price shall be adjusted accordingly. The entitlement of the Contractor under this article shall be the Contractor’s sole remedy in respect of any suspension. A suspension shall not affect the Date for Substantial Completion, but the cause of the suspension may be a ground for extension of time under Article 5.5 (“Rate of Progress”).
10. **[Force Majeure]** In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to the IAEA of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

# Article 6

**Plant, Temporary Works and Materials**

1. **[Permanence on Site]** All constructional plant, Temporary Works and materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the IAEA or the IAEA, which shall not be unreasonably withheld.
2. **[IAEA not liable for Damage to Plant]** The IAEA shall not be at any time liable for the loss of or injury to any of the said constructional plant, Temporary Works or materials unless such loss or injury result from the act or neglect of the IAEA, its employees or agents.
3. **[Approval of materials etc., not implied]** The operation of paragraph 1 above shall not be deemed to imply any approval by the IAEA of the materials or other matters referred to therein.
4. **[Quality of Materials and Work]** The Contractor shall use the materials and standards of workmanship required by this Contract. In the absence of any requirement to the contrary, the Contractor shall use suitable new materials.
   1. **[Defective Materials or Work]** If the IAEA discovers material or work provided by the Contractor which is not in accordance with this Contract, the IAEA may direct the Contractor to:
      1. remove the material from the Site;
      2. demolish the work;
      3. redesign, reconstruct, replace or correct the material or work; and/or
      4. not to deliver the material or work to the Site.
   2. The IAEA may direct the times within which the Contractor must commence and complete the removal, demolition, redesign, reconstruction, replacement or correction. The Contractor shall comply with a direction pursuant to paragraph 4.1 above at the Contractor’s own expense.
   3. If the Contractor fails to comply with a direction issued by the IAEA pursuant to paragraphs 4.1 and 4.2 above within the time specified by the IAEA in the direction and, provided the IAEA has given the Contractor notice in writing that after the expiry of seven (7) days from the date on which the Contractor receives the notice the IAEA intends to have the work carried out by other persons, the IAEA may have the work of removal, redesign, reconstruction, demolition, replacement or correction carried out by other persons and the cost incurred by the IAEA in having the work so carried out shall be a debt due from the Contractor to the IAEA. Until the cost of such work has been incurred by the IAEA, the IAEA may deduct the estimated cost of such work from payments to the Contractor as an amount due from the Contractor to the IAEA.
   4. **[Variations due to Defective Materials or Work]** Instead of a direction under paragraphs 4.1 and 4.2 above, the IAEA may direct a Variation pursuant to Article 13.2 (“IAEA Request for Variations”) of this Contract. The Variation shall be valued by the IAEA and:
      1. if the Variation causes an increase or decrease in the value to the IAEA of the Works, regard shall also be had to the increase or decrease; and
      2. if the Variation results in the Contractor incurring more or less cost than would reasonably have been incurred had the Contractor been given a direction under paragraphs 4.1 to 4.3 above, regard shall also be given to the difference.
   5. **[Acceptance of Defective Material or Work]** The IAEA may notify the Contractor that the IAEA elects to accept the material or work notwithstanding that it is not in accordance with this Contract. In that event the resulting increase or decrease in the value to the IAEA of the Works and any other loss suffered by the IAEA shall be valued under Article 13 (“Change Control Procedure”) of this Contract.

# Article 7

# Source of instructions

The Contractor shall neither seek nor accept instructions from any authority external to the IAEA in connection with the performance of the Works. The Contractor shall refrain from any action which may adversely affect the IAEA and shall fulfil its commitments with the fullest regard for the interests of the IAEA.

# Article 8

# Acceptance

# [Certificate of Substantial Completion] The IAEA shall test/inspect, either directly or through an independent expert, the Works submitted as complete by the Contractor. The IAEA shall issue a Certificate of Substantial Completion upon the satisfactory outcome of the testing/inspection indicating that the Works conform to the IAEA’s requirements.

1. **[Certificate of Completion]** None of the Works shall be considered as completed until the relevant Certificate of Completion has been issued by the IAEA and delivered to the Contractor. The IAEA shall not be liable to the Contractor for any matter or issue arising out of or in connection with this Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the issuance of the relevant Certificate of Completion.
2. **[Corrections]** In the event that Certificates of Completion are not issued by the IAEA due to defects or irregularities in the Works or any part thereof, the IAEA shall provide the Contractor with instructions in writing specifying all the work which, in the IAEA’s opinion, is required to be done by the Contractor before the issue of the relevant Certificate of Completion. The IAEA shall also notify the Contractor of any defects in the Works affecting completion that may appear after the issue of such instructions and before completion of the work specified therein. The Contractor shall proceed with the necessary measures to correct the defects/irregularities promptly upon so being notified by the IAEA. The Contractor shall correct such defect no later than thirty (30) days after notification from the IAEA. Failure to correct such defects shall be considered an Event of Default for the Works.
3. **[Unfulfilled Obligations]** Notwithstanding the issue of a Certificate of Completion, the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions for this Contract prior to the issue of such Certificate and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation, this Contract shall be deemed to remain in force between the Parties hereto.
4. **[Urgent Remedial, Work and Repair]** If by reason of any accident or failure or other event occurring to, in, or in connection with the Works or any part thereof during the execution of the Works, any remedial or other work or repair shall in the opinion of the IAEA be urgently necessary for security, safety or other operational concerns and the Contractor is unable or unwilling at once to do such work or repair, an Event of Default will have occurred, and the IAEA may by its own or other workmen do such work or repair as the IAEA may consider necessary. If the work or repair so done by the IAEA is work which in the opinion of the IAEA the Contractor was liable to do at its own expense under this Contract, all costs and charges properly incurred by the IAEA shall, on demand, be paid by the Contractor to the IAEA or may be deducted by the IAEA from any moneys due or which may become due to the Contractor provided that the IAEA shall as soon after the occurrence of any such emergency as may be practicable, notify the Contractor thereof in writing.

# Article 8a

# Cure Notice

1. **[Cure Notice]** If the Contractor fails to perform its obligations or responsibilities under this Contract, whether such failure is of a material or substantial nature, except where such failure is caused by Force Majeure, or if in the opinion of the IAEA, its performance is not in accordance with the standards agreed hereunder, the IAEA may issue a Cure Notice requiring the Contractor to remedy the failure and/or poor performance within fourteen (14) days. The IAEA may decide to issue or not, subsequent Cure Notices. Notwithstanding the issuance by the IAEA of a Cure Notice, the Contractor shall continue to perform any and all obligations under this Contract. The issuance of a Cure Notice shall be without prejudice to any other rights or remedies to which the IAEA may be entitled under this Contract or otherwise.

# Article 9

# Contract Price

1. The IAEA shall pay the Contractor in consideration of the complete, timely and satisfactory completion of the Works, the firm fixed amount of EURO XXXXX.
2. In the event that the IAEA issues a Change Order Request in accordance with Article 13 ("Change Control Procedure") of this Contract, the IAEA shall pay the Contractor the firm fixed price indicated in the relevant Change Order Request.
3. The amounts referred to in this Article shall not be subject to escalation or any adjustment or revision due to price or currency fluctuations or the actual costs incurred by the Contractor and do not include Value Added Tax (VAT) or any other taxes, fees or dues. If Value Added Tax (VAT) is applicable, it shall be separately identified in the invoice to the IAEA. The Contractor shall not invoice or charge the IAEA for any other taxes, fees or dues, unless required to do so by the relevant national authorities after consideration of the privileges and immunities accorded to the IAEA by its Member States. Any such requirement shall be in writing and submitted to the IAEA.
4. The IAEA shall not be liable to the Contractor for any other charges in connection with this Contract or the Works, unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence pursuant to Article 13 (“Change Control Procedure”) of this Contract.

# Article 10

# Payment

1. Without prejudice to Article 12 (“Liquidated Damages”) and any other provisions of this Contract, the Contract Price shall be proportionately reduced by any defaults in the Works, provided that such defaults are quantifiable in monetary terms. In the event of any reductions in the Contract Price, references to the Contract Price in paragraph 2 below shall mean the reduced Contract Price.
2. Upon satisfactory fulfilment of each activity defined in the Work Breakdown Structure contained in the Contractor’s Proposal, the IAEA shall pay the price specified therein for such activity. The Contractor shall invoice for completed activities, approved in writing by the IAEA, no later than the thirtieth (30th) day of each month following the completion of the invoiced activity.
3. Upon satisfactory fulfilment of any additional Work agreed by the IAEA under a Change Order Request, the price of such additional work shall be paid as agreed by the Parties in the relevant Change Order Request.
4. Payments shall be made by the IAEA within thirty (30) days of the receipt of a valid invoice and any required relevant supporting documents.
5. The payment of instalments shall be subject to satisfactory performance, yet shall not be deemed an acceptance of the Works or any part thereof. Title to the moneys paid under this Contract shall only pass to the Contractor upon the IAEA issuance of the relevant Certificate of Completion. At the request of the IAEA, the Contractor shall return any moneys paid by the IAEA in the event that the Works provided under this Contract have not been accepted by the IAEA due to failure to meet the requirements under this Contract.
6. The cost of payment transfer shall be borne by the IAEA.
7. The Contractor may invoice the IAEA upon its acceptance of the Works in accordance with paragraph 2 of this Article.
8. Invoices shall be marked with the number of the present Contract and Invoices shall be submitted electronically, from the Contractor's official email address in PDF format to the IAEA’s electronic address specified in Article 29 ("Points of Contact") of this Contract or through the IAEA iSupplier portal at <https://suppliers.iaea.org>. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate the applicable discounts for early payment. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor’s bank, account number, account holder’s name and SWIFT and/or ABA codes for payment by electronic transfer.

# Article 11 Performance Guarantees

1. To secure the proper performance of this Contract, the Contractor shall, for the Works and Change Order request (if any), obtain at its own cost, a first demand bank guarantee from a first-class international bank in the Contractor’s country, amounting to twenty per cent (20%) of the Contract Price (whereof fifteen per cent (15%) constitute the performance guarantee and the rest constitutes the five per cent (5%) (“Deckungsrücklass”) in accordance with the applicable ÖNORM), which shall be subject to the Uniform Rules for Demand Guarantees published by the International Chamber of Commerce and issued in accordance with Annex 4 (“Form of First Demand Bank Guarantee”). The validity of the bank guarantee shall be until thirty (30) days after the date of the issuance of a Certificate of Completion for the Works.
2. In the event the Works have been completed and a "Certificate of Completion" has been issued, the Contractor shall obtain, at its own cost, from a first-class international bank in the Contractor's country, a first demand bank guarantee for a period of three (3) years from the date of the Certificate of Completion in an amount equivalent to two per cent (2%) of the sum of the Contract Price for purposes of the "*Haftrücklass*" set forth in the ÖNORM.
3. The IAEA shall have the discretion to approve or disapprove of the form of unconditional undertaking and the financial institution.

# Article 12

# Liquidated Damages

Subject to Force Majeure, should an Event of Default occur, the IAEA may, without prejudice to its other remedies under this Contract, deduct from this Contract Price as liquidated damages, a sum equivalent to zero point two per cent (0.2%) of the relevant portion of the Contract Price for the delayed Works for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the IAEA of additional proven damages shall not be excluded.

# Article 13

**Change Control Procedure**

1. **[Request for Information and Change Order Request]** Any request for modification of, or change to the Works, to the Statement of Work or to Articles 1 through 5 of this Contract shall be made in writing using a Request for Information Form. If approved, the ensuing Change Order Request shall constitute a written amendment for the purposes of Article 35 (“Contract Amendment”) of this Contract and the terms thereof shall constitute an integral part of this Contract. In the event that additional Works are requested by the IAEA as per paragraph 2.1 of this Article, the Request for Information Form shall specify, as applicable, the scope of work, work programme, time schedule, acceptance and testing procedure, required deliverables, price structure and payment schedule. Prices quoted by the Contractor pursuant to this Article shall not exceed those approved under the Contract for the same or similar items.

# 2. [IAEA Request for Variations]

2.1 TheIAEA may require in writing changesto the form, type, quantity and/or quality of the Works or any part thereof which it considers necessary and for that purpose or if for any other reasons it shall, in its opinion be desirable, the IAEA shall have the right to direct the Contractor to do and the Contractor shall do any of the following:

1. increase or decrease the quantity of any Works;
2. omit any part of the Works;
3. change the character or quality or kind of any such Works;
4. change the levels, lines, positions and dimensions or any part of the Works; and
5. execute additional work of any kind necessary for the completion of the Works; and no such variation shall in any way vitiate or invalidate this Contract.

2.2 Within five (5) working days of receipt of notice in writing from the IAEA advising the Contractor of a proposed Variation under this Article the Contractor shall advise the IAEA:

1. in respect of the Contractor’s assessment as to whether the proposed Variation can be performed; and
2. details of the work performed by Subcontractors and associated costs in providing that assessment.

2.3 The IAEA shall not reimburse the Contractor any of the Contractor’s costs of complying with the requirements of this Article other than:

1. the reasonable costs incurred for work performed by Subcontractors; and
2. the reasonable costs incurred by the Contractor in engaging additional resources specifically for the purpose of complying with the requirements of this Article.

2.4 If the Variation can be performed, the Contractor shall:

1. advise the IAEA of the effect (if any) which the Contractor anticipates that the Variation will have on the Works and time for completion; and
2. provide:
   * 1. a detailed quotation of the firm fixed price of the proposed Variation, exclusive of VAT (separately identified), including any extra costs incurred by the Contractor by reason of delay; and
     2. advise as to the effect of the proposed Variation on any applicable warranty.

2.5 Following receipt of the Contractor’s quotation pursuant to paragraph 2.4 (b) (i) above, the IAEA may:

* + 1. accept the quotation provided by the Contractor and direct a Variation in the form of a Change Order Request and, in doing so, accept or reject any advice (if any) given by the Contractor pursuant to paragraph 2.4 above; or
    2. reject the quotation.

1. **[Contractor’s Change Request]** The Contractor is responsible for requesting timely modifications or changes to the Works in the following events:
2. compliance with the requirements of this Contract is not possible, not advisable, or can be expected to adversely affect the successful completion of the Works; and/or,
3. modifications or changes are required in order to ensure the successful the completion of the Works within the given timeframe and agreed prices.
   1. **[Timing]** The Contractor shall submit the Change Request required pursuant to paragraph 3 above to the IAEA as soon as practicable, but not later than seven (7) calendar days of becoming aware of the need for such a modification or change.
   2. **[Acceptance/Rejection of Requests]** The IAEA may accept or reject any request for a modification or change proposed by the Contractor. However, if the IAEA rejects any request by the Contractor that complies with paragraph 3 above, the IAEA shall negotiate a mutually agreeable settlement for any adverse impact that not making the proposed modification or change is proven to have on the successful completion of the Works.
4. **[Resolution of Disputes]** Any dispute over a modification or change, or compliance with paragraphs 2 and 3 above, shall be resolved by the Parties in good faith and in an expedient manner so as to minimize any delay in the completion of the Works.
5. **[Burden of Costs]** Without prejudice to paragraph 4 above, prices for additional work pursuant to this Article shall be in accordance with the amounts set forth in the Contractor’s Proposal for similar work. The costs and expenses, if any, due to modifications or changes, including the analysis and substantiation thereof, in connection with paragraphs 2 and 3 above shall be borne as follows:
6. By the Contractor: If, given the Contractor’s expertise, the need for the modification or change could have been (i) prevented by the Contractor prior to agreeing to this Contract or a particular technical specification or technical requirement or (ii) detected earlier and mitigated. For purposes of this Article, “the Contractor’s expertise” not only refers to the Contractor’s knowledge and experience as a leading construction company, but also to its ability to have used such knowledge and experience to obtain further information from the IAEA prior to agreeing to this Contract or a particular technical specification or technical requirement.
7. By the IAEA: If not borne by the Contractor pursuant to paragraph 5(a) above.
8. **[Independent Expert]** In the event of any disagreement in connection with paragraph 5 above, which could not be otherwise resolved by the Parties, either Party may refer the issue to a mutually acceptable independent expert. Should the Parties not reach an agreement on the independent expert within a reasonable time period, the IAEA shall have the right to designate an independent expert provided that such independent expert is a renowned expert in the subject matter concerned.
9. **[Change Request Requirement]** Without prejudice to other provisions of the Contract, any request for modification or change to the Statement of Work or Articles 1 through 5 of this Contract shall be made through a Change Request. Modifications or changes of a purely technical nature, which do not alter this Contract or the Annexes or Appendices, shall still be processed through a written Change Request in accordance with the IAEA’s specifications.
10. **[Change Request Substantiation]** With respect to changes for which a Change Request is required, the following information should be provided by the Contractor to the IAEA along with the relevant Change Request:
11. reason for the proposed modification or change, to the extent the modification or change has been proposed by the Contractor;
12. description of the work and services resulting from the modification or change;
13. detailed description of prices and rates (including overhead costs); and,
14. details of impacts on other aspects of the Greenhouse design or construction or on the terms of this Contract, its Annexes or Appendices (if any).

# Article 14

# Warranty

1. **[Warranty]** The Contractor shall provide the IAEA with all industry warranties, including but not limited to a warranty during the Warranty Period, that the Works are free from defects in workmanship, material and design and complies with the requirements and specifications contained in this Contract.
2. **[Remedy of Defects]** The Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required during the Warranty Period as a result of an inspection made by or on behalf of the IAEA prior to expiration of the Warranty Period. The Contractor shall respond to warranty requests within two (2) business days of being informed of the warranty issue.
3. **[Cost of Execution of Works of Repair, etc.]** The Contractor shall bear the cost of all work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults, as well as corresponding labour expenses together with travel and living expenses of the Contractor's personnel during the performance of work under the warranty.
4. **[Major components, spare parts etc.]** The Contractor shall maintain forward stock of major components and spare parts in or near Austria, or ensure that such forward stock is kept by the appropriate subcontractor. The list of major components and spare parts shall be proposed by the Contractor as part of the Substantial Completion of the Works and be subject to approval by the IAEA.
5. **[Remedy on Contractor’s Failure to Carry Out Works Required]** If the Contractor shall fail to remedy any defects as set forth in paragraph 2 above, an Event of Default will have occurred, and the IAEA shall be entitled at its option, either to (i) receive a reasonable deduction from this Contract Price, or (ii) apply the measures required to make good the defect, including the employment and payment of other contractors. If the IAEA opts for item (ii), all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the IAEA, and may be deducted by the IAEA from any moneys due or which may become due to the Contractor.
6. **[Warranty Claims]** Any claims made under this Article shall be notified to the Contractor in writing without unreasonable delay and in all cases, prior to the expiration of the Warranty Period.
7. **[Performance Trials]** Without limiting the obligations of the Contractor under this Contract, during the Warranty Period referred to in this Article 14, the Contractor must, at its own cost if required by the IAEA, arrange and coordinate any necessary inspections, tests, replacements or rectification work under such warranties.
   1. The IAEA may at any time by notice in writing to the Contractor direct that a performance trial or trials be carried out to verify that the Works or any part of the Works (as the case requires) complies with a warranty or specification.
   2. Performance trials shall be carried out in accordance with the ÖNORM or any other relevant Austrian Standard or if there is no relevant Austrian or overseas standard in accordance with the recognised industry practice. The Contractor shall supply all equipment and suitably qualified and experienced technical staff necessary to conduct the performance trials.
   3. The cost of all performance trials shall be borne by the Contractor.
   4. In the event that any performance trial shows that the Works or any part of the Works fails to comply with a warranty or specification, the Contractor shall at the Contractor's own expense arrange for such modifications or additional work as may be necessary to enable the Works to comply with the warranty or specification and conduct a further formal performance trial to verify that the Works or such relevant part of the Works complies with that warranty and/or specification. The cost of this and any subsequent performance trials necessary to verify that the Works comply with the warranty or specification shall be borne by the Contractor.
   5. The Contractor shall at the Contractor's own cost, arrange for a team of suitably qualified and equipped personnel to maintain, monitor and adjust the Works or any part of the Works to comply with this Contract during a period of twelve (12) weeks commencing on the date of issuance of a Certificate of Completion. The Contractor shall arrange for the provision of all replacement parts and labour necessary and required for the performance of the Works during this period including without limitation all consumable maintenance parts (including filters and lubricants).
8. **[Preventive maintenance during Warranty Period]** If applicable, the Contractor shall arrange and perform preventive maintenance as further described in the Statement of Work during the warranty period upon prior written agreement of the IAEA. The preventive maintenance shall be performed for the entire Greenhouse, in one continuous operation and without breaks for weekends or holidays so as to minimize the interruption to the laboratory functions.

# Article 15

# Audit

1. The IAEA may at any time prior to the issue of a Certificate of Completion, undertake an audit in respect of the Contractor’s compliance with the provisions of this Contract and the Contractor shall comply in all respects with any request for information or for access to any documents which the IAEA may make.
2. Each invoice paid by the IAEA shall be subject to a post-payment audit by auditors, whether internal or external, of the IAEA or by other authorized or qualified agents of the IAEA at any time during the term of this Contract and for a period of five (5) years following the expiration or termination of the Contract. The IAEA shall be entitled to a refund from the Contractor for any amount shown by such audits to have been paid by the IAEA other than in accordance with the terms and conditions of this Contract.

# Article 16

# Termination

1. Without prejudice to paragraph 3 below, the IAEA may terminate this Contract
   1. without cause upon thirty (30) days’ written notice to the Contractor; or
   2. upon giving thirty (30) days’ written notice, if the Contractor commits a substantial breach of a material provision of this Contract, and should the Contractor thereafter fail to comply with such provision within fifteen (15) days after written demand by the IAEA; or
   3. upon giving thirty (30) days’ written notice, if a decision of the IAEA is taken which would affect the continuation of the Works and/or non-availability of funds.

However, if the Contractor is rendered permanently unable, wholly, or in part, to perform its obligations and meet its responsibilities under this Contract due to reasons of Force Majeure, the IAEA shall have the right to terminate this Contract upon seven (7) days prior notice.

1. Where notice of termination is given, the Contractor shall, as from the date of receipt of such notice from the IAEA, as appropriate, take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment. On termination, the IAEA shall pay the Contractor for Works satisfactorily performed prior to termination and in conformity with the express terms of this Contract, and – provided termination is not due to a Condition or Event of Default listed in paragraph 3 below - for any actual and substantiated direct costs resulting from commitments entered into in accordance with this Contract prior to the notice of termination. In the event of any advance payments made by the IAEA, upon termination and provided that the required work has not been satisfactorily completed, the Contractor shall forthwith reimburse the IAEA such advance payments. For purposes of this provision “advance payments” shall mean any instalments of the Contract Price that have been paid.

# [Expulsion from the Site]

* 1. **[Conditions for Expulsion]** The IAEA shall have the right to immediately expel the Contractor from the Site without thereby voiding this Contract or releasing the Contractor from any of its obligations or liabilities under this Contract or affecting the rights and powers conferred on the IAEA by this Contract, and without prejudice to the IAEA’s rights under any performance bond furnished by the Contractor pursuant to this Contract, if any of the following Conditions or Events of Default have occurred:
     1. the Contractor is declared bankrupt or claims bankruptcy or if the Contractor is a company or member of a company which was dissolved by legal action;
     2. the Contractor makes arrangements with its creditors or agrees to carry out this Contract under an inspection committee of its creditors;
     3. the Contractor withdraws from the Works or assigns this Contract to others without the IAEA’s approval;
     4. the Contractor fails to commence the Works or, despite prior notification by the IAEA therefor, shows insufficient progress to the extent which in the opinion of the IAEA will not enable it to meet the Completion Date of the Works;
     5. the Contractor suspends the progress of the Works without due cause for a period of fifteen (15) days;
     6. the Contractor fails to comply with a material obligation under this Contract, or fails to fulfil its non-material obligations and does not remedy the cause of its failure within fifteen (15) days after being notified in writing to do so; and
     7. despite prior notification by the IAEA therefor, the Contractor is not executing the Works in accordance with standards of workmanship specified in this Contract.
  2. **[Completion of Works]** Subject to paragraph 3.1 above, the IAEA may itself complete the Works or may employ any other Contractor to complete the Works and the IAEA or such other Contractor may use for such completion so much of constructional plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of this Contract as it or they may think proper and the IAEA may at any time sell any of the said constructional plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to it from the Contractor under this Contract.
  3. **[Evaluation of Works]** The IAEA shall as soon as may be practicable after any such expulsion by the IAEA notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the IAEA shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for Works done in accordance with this Contract up to the time of entry and expulsion by the IAEA which has been reasonably accumulated to the Contractor in respect of the Works it has executed in such case in accordance with this Contract. The IAEA shall indicate the value of materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.
  4. **[Payments]** If the IAEA expels the Contractor under this Article, the IAEA shall not be liable to pay the Contractor any money on account of this Contract until the costs of completion and maintenance, damages for delay in completion (if any), and all other expenses incurred by the IAEA have been ascertained and their amount certified by the IAEA. The Contractor shall then be entitled to receive only such sum or sums (if any) as the IAEA may certify would have been due to it, upon due completion by the Contractor after deducting the said amount. However, if such amount exceeds the sum which would have been payable to the Contractor on due completion by it then the Contractor shall upon demand pay to the IAEA the amount of such excess. The IAEA in such case may recover this amount from any money due to the Contractor from the IAEA without the need to resort to legal procedures.

1. **[Other rights and remedies]** Any termination of this Contract shall be without prejudice to any other rights or remedies that a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

# Article 17

# Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents, servants and employees, from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including their costs and expenses, attorney’s fees, settlement payments and damages, arising out of any acts or omissions of the Contractor, or of any Subcontractors or anyone directly or indirectly employed by them in the performance of the Works under this Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property. The Contractor shall also be obligated, at its sole expense, to defend the IAEA and its officials, agents and employees, pursuant to this Article, regardless of whether the suits proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The obligations under this Article shall not lapse upon termination of this Contract.

# Article 18

# Intellectual property rights

All intellectual property rights, including without limitation all copyrights and patents, in and to any Contract Material shall exclusively be vested in the IAEA. At the IAEA’s request, the Contractor shall take all necessary measures and assist in securing such proprietary rights and transferring them to the IAEA in compliance with the requirements of applicable law. To the extent that copyright in or relating to this Contract Materials is not capable of being vested in the IAEA because the Contractor does not own the copyright, the Contractor shall ensure that the IAEA is irrevocably licensed to use the relevant Contract Materials.

# Article 19

# Patent and copyright indemnity

If any claims are asserted against the IAEA based on an allegation that any or all Contract Materials constitute an infringement of any intellectual property right, including, without limitation, patent and copyright, the Contractor agrees to indemnify, hold and save harmless the IAEA from all necessary expenditures incurred by the IAEA in the investigation of such claims, assist in preparation and in defense against same, and/or in settlement thereof, provided that the obligation of the Contractor shall be conditioned upon it being given prompt notice of such claim, the exclusive right to control and direct the investigation, defense and settlement of such claim and the complete co–operation of the IAEA.

# Article 20

# Confidential nature of documents and information

1. The Contractor shall not use any IAEA Information (as defined below) or any information acquired or developed in the course of the provision of services under this Contract (together with the IAEA Information hereinafter collectively referred to as the “Information”) for any purpose not authorized by the IAEA. The Contractor shall not communicate to any person or government any Information, except in the course of the performance of its obligations pursuant to this Contract or by authorization of the Director General of the IAEA. No IAEA Information shall be copied without written authorization from the IAEA. All Information and all recordings and copies made of the Information or any portion thereof shall be regarded as the IAEA’s property and shall be returned after completion of the Work, unless otherwise requested by the IAEA. In addition, the Contractor shall purge all copies of the Information, or any portion thereof, from any computer storage device or medium on which the Contractor has placed the Information or the portion of the Information. The Contractor shall provide the IAEA with a written certification that it has complied with its obligations under this provision. These obligations shall not cease upon the expiration or termination of this Contract. The Contractor shall require compliance with this Article by its staff, employees and agents selected for work under this Contract.
2. For purposes of this provision, the “IAEA Information” means any proprietary information that is not publicly accessible, or any other information that is either (i) marked or otherwise clearly identified as confidential at the time of disclosure; or (ii) non-public information of, or accessible through, the IAEA, including the IAEA’s operational and administrative processes, internal manuals and guidelines, plans, strategies, policies, financial information, personnel information, information relating to any agreements or contracts concluded by the IAEA, information relating to any of the IAEA counterparties under agreements or contracts concluded by the IAEA, information relating to an IAEA staff member or Member State, and any other internal information.

# Article 21

# Assignment

The Contractor shall not assign, transfer, pledge or make any other disposition of this Contract or of any part thereof or of any of its rights, claims, liabilities or obligations under this Contract without the prior written consent of the IAEA.

# Article 22

# Contractor’s Personnel

1. The Contractor shall not replace or withdraw key personnel referred to in this Contract without the prior written approval of the IAEA or unless requested by the IAEA.
2. Prior to assignment, replacement or withdrawal of key personnel, the Contractor shall submit to the IAEA for its consideration, the curriculum vitae or detailed justification to permit evaluation by the IAEA of the impact which such assignment, replacement or withdrawal would have on the Works.
3. In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of this Contract.

# Article 23

# Subcontracting

1. In the event the Contractor requires the services of Subcontractors, the Contractor shall obtain the prior written approval and clearance of the IAEA for all Subcontractors. The approval of the IAEA of a Subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any Subcontract shall be subject to and in conformity with the provisions of this Contract.
2. Any further subcontracting by Subcontractors shall be avoided to the extent feasible, and shall be reported to the IAEA by the Contractor through a continuously updated list of contractors on site. The IAEA retains the right to refuse any subcontractor or its personnel to work on site.

# Article 24

# Use of name, emblem or official seal of the IAEA

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the IAEA. Also, the Contractor shall in no other manner whatsoever use the name, emblem or official seal of the IAEA or any abbreviation of the name of the IAEA in connection with its business or otherwise.

# Article 25

# Photographs and Advertising

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the IAEA.

# Article 26

# The Legal Status of the Contractor

The Contractor shall be considered as possessing the legal status of an independent contractor vis-à-vis the IAEA and shall not be entitled to act as an agent of the IAEA.

# Article 27

# Officials not to benefit

The Contractor warrants that no official of the IAEA has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

# Article 28

# Insurance and liability

1. The Contractor shall pay the IAEA promptly for all loss, destruction, or damage to the property of the IAEA caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
2. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
   1. Insurance against all risks in respect of its property and the Contractor’s Equipment used for the performance of the Contract;
   2. Workers’ compensation insurance, or its equivalent, or employer’s liability insurance, or its equivalent, with respect to the Contractor’s personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of this Contract;
   3. Liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor’s performance under this Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor;
   4. Such other insurance as may be agreed upon in writing between the IAEA and the Contractor.
3. The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall contain a standard “cross liability” clause.
4. The Contractor acknowledges and agrees that the IAEA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
5. Except for the workers’ compensation insurance, or any self-insurance program maintained by the Contractor and approved by the IAEA, in its sole discretion, for purposes of fulfilling the Contractor’s requirements for providing insurance under the Contract, the insurance policies under this Article shall:
   1. name the IAEA as additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
   2. include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the IAEA;
   3. provide that the IAEA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
   4. include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the IAEA.
6. The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
7. Except for any self-insurance program maintained by the Contractor and approved by the IAEA for purposes of fulfilling the Contractor’s requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the IAEA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the IAEA with evidence, in the form of certificate of insurance or such other form as the IAEA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The IAEA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of paragraph 5 c) above, the Contractor shall promptly notify the IAEA concerning any cancellation or material change of insurance coverage required under the Contract.
8. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor’s liability arising under or relating to the Contract.

# Article 29

# Points of Contact

1. All communications relating to the execution of this Contract shall be made or confirmed in writing in English to the relevant Party to the address indicated below or to such Party, address, facsimile number or email address as the Party may substitute by notice after the date of this Contract.

***IAEA:***

For technical matters (Project Leader):

[Name]

[Position]

[Address]

Telephone:

E-Mail:

For technical matters (Site Supervisor):

[Name]

[Position]

[Address]

Telephone:

E-Mail:

For contractual matters:

[Name]

[Position

[Address]

Telephone:

E-Mail:

For invoice matters:

[Name]

[Position]

[Address]

Telephone:

E-Mail

***Contractor:***

[Name]

[Position]

[Contractor’s legal name] [Address]

Telephone:

E-Mail:

1. Subject to paragraph 3 below, any communication in connection with this Contract will be deemed to be given as follows:
   1. if delivered in person, at the time of delivery;
   2. if by registered mail or courier, when received;
   3. if by fax, when received in legible form.
2. A communication given under paragraph 2 above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

# Article 30

# Settlement of Disputes

Any disputes arising out of or relating to interpretation or implementation of this Contract, which cannot otherwise be settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one (1). The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

# Article 31

# Privileges and Immunities

Nothing in this Contract shall be construed as a waiver, express or implied, of the privileges and immunities accorded to the IAEA by its Member States.

# Article 32

# No Waiver

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

# Article 33

# Contractor’s Proposal

1. This Contract is not intended to reduce the services or levels of performance offered by the Contractor under the Contractor’s Proposal. The Contractor’s Proposal shall be used for reference purposes to clarify, but not reduce, the Works under this Contract and levels of performance required of the Contractor.
2. Without prejudice to any of the provisions of this Contract, the Contractor shall provide all services offered in the Contractor’s Proposal at the levels of performance offered therein.
3. The Contractor’s Proposal shall not be used to increase the fees paid or the expenses to be reimbursed under this Contract.

# Article 34

# Contract Documents

1. The ÖNORM, and the Annexes (including the Appendices thereto) referred to in this Contract shall form an integral part of this Contract.
2. This document, the ÖNORM and the Annexes (including the Appendices thereto) are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies, the following order of priority shall apply:
3. this document and Change Order Requests issued by the IAEA pursuant to Article 13 ("Change Control Procedure") of this Contract;
4. the ÖNORM;
5. statement of Work – Annex 1;
6. contractor’s Proposal – Annex 2;
7. request for Information Form – Annex 3;
8. form of First Demand Bank Guarantee – Annex 4.
9. This document and the Annexes (including the Appendices thereto) are collectively referred to herein as the “Contract” or “this Contract”. Without prejudice to Article 36 (“Contract Amendment”), this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.
10. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.
11. No rule of construction shall apply to the disadvantage of the IAEA on the basis that the IAEA put forward the documents comprising this Contract.
12. Any Party discovering an alleged ambiguity, discrepancy or inconsistency shall notify the IAEA in writing of the ambiguity, discrepancy or inconsistency, who shall then direct the Contractor in writing as to the interpretation to be followed by the Contractor in carrying out the Works.
13. The Contractor shall, at the Contractor’s own cost and expense, comply with any direction given to the Contractor by the IAEA.
14. The Contractor acknowledges that it assumes the risk of all delays and increased costs, losses and expenses caused or resulting from any such ambiguity, discrepancy or inconsistency and that any direction given pursuant to this Article shall in no event, constitute an approved Change Order Request and the Contractor shall not be entitled to reimbursement or monetary compensation whether for damages for breach of contract or otherwise in respect of the direction or any such ambiguity, discrepancy and inconsistency or adjustment to the Contract Price.

# Article 35

# Contract Amendment

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with this Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized representatives of the Parties. Modifications agreed through a Change Order Request as specified in Article 13 (“Change Control Procedure”) of this Contract, signed by the duly authorized representatives of the Parties shall constitute an amendment to this Contract.

# Article 36

# Entry into force

This Contract shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for five (5) years or until the Parties have discharged their obligations, whichever is shorter unless terminated earlier pursuant to the terms of this Contract.

|  |  |
| --- | --- |
| **FOR the International Atomic Energy Agency:**  (Signature)  (Name and Title)  (Place and Date) | **FOR [the Contractor]:**  (Signature)  (Name and Title)  (Place and Date) |