General Terms of Contract governing Contracts with Appraisers/Firms of Consultants
1 General Principles and Obligations

1.1 Discretion and Comments vis-a-vis Third Parties

All data, other information and business and operational data of a confidential nature which become known to the Appraiser/Firm of Consultants in the course of or in connection with the execution of the Contract, as well as any documents and work results, shall be treated confidentially insofar as this is called for by the nature of the matter or is expressly required by RCREEE. The utilization of such data and information for the Appraiser/Firm of Consultant's own purposes is not permitted. The Appraiser/Firm of Consultants shall refrain from making any comments which might be construed by third parties as an undertaking to make further contributions within the framework of RCREEE.

1.2 Conduct in the Country of Assignment/ Regulations of the Country of Assignment

The Appraiser/Firm of Consultants shall observe all frontier-crossing regulations and any other national regulations in force at the time, and take account of the terms of the respective agreements/exchange of notes and of foreign exchange regulations.

1.3 Design of Business Cards and Business Stationery

The use of RCREEE business cards and/or business stationery by the Appraiser/Firm of Consultants shall require the consent of RCREEE. In all cases, the Appraiser/Firm of Consultants must use the RCREEE logo.

1.4 Code of Conduct

The Appraiser/Firm of Consultants shall always act impartially and loyally in their capacity as an advisor. They shall accept commissions where a conflict of interest is to be anticipated due to the nature of the commission, or due to personal or financial connections with third parties, only after prior consultation with RCREEE. If, in the course of an existing contractual relationship, any such conflict of interest should arise, the Appraiser/Firm of Consultants must reveal this to RCREEE without delay.

In the event of a violation of the above provisions, RCREEE shall be entitled to terminate the Contract immediately pursuant to Section 8.3 of these General Terms of Contract. This right of termination also applies if, in the course of an existing contractual relationship, a conflict of interest arises for the Appraiser/Firm of Consultants and the Appraiser/Firm of Consultants and RCREEE are unable to reach agreement on the further procedure.

2 Assignment and Replacement of Personnel

The Appraiser/Firm of Consultants shall ensure that they and, if applicable, their personnel are in possession of the professional and personal qualifications necessary to fulfill the required tasks successfully. RCREEE is entitled to demand the replacement of personnel at the expense of the Appraiser/Firm of Consultants if an expert does not meet these requirements or contravenes the duties imposed on him/her by the Appraiser/Firm of Consultants in connection with the execution of the Contract. The replacement of personnel at the instigation of the Appraiser/Firm of Consultants requires RCREEE prior written consent, which may be denied only on good and sufficient grounds.
3 Rights of Use/Documentation on Work Results

3.1 Waiving the author's or originator's right to be named, the Appraiser /Firm of Consultants shall assign to RCREEE, for the duration of the statutory copyright period, an exclusive, assignable, sub licensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the work results, including studies, drafts, documentation articles, information, files, illustrations, drawings, calculations, materials and other documents (“work results”) that are produced and/or procured in connection with the performance of the Contract. In particular, RCREEE shall be entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.

3.2 To the extent this is required to use and exploit the work results, the Appraiser/Firm of Consultants shall assign to RCREEE a nonexclusive right also to use studies, drafts, documentation, articles, information, files, illustrations, sketches, drawings, calculations and other materials provided from the existing resources of the Appraiser/Firm of Consultants (“existing results”) to the extent stipulated under Section 3.1.

3.3 The contractually agreed remuneration for the implementation of the assignment by the Appraiser/Firm of Consultants encompasses the assignment of the right of use pursuant to Section 3.1.

3.4 Work results in the sense of Section 3.1 shall also include computer programs that the Appraiser/Firm of Consultants creates, adapts, procures or provides in the performance of the Contract. The right of use transferred to RCREEE pursuant to the above provisions shall include in particular the right to load, display, run, transmit, save, adjust, translate, edit and reproduce the programs. For the purpose of processing, the Appraiser/Firm of Consultants shall hand over to RCREEE the relevant source code and the program documentation, which RCREEE may also hand over to third parties in the form of copies.

3.5 The obligation to grant rights of use pursuant to this Section 3.1 shall also apply if the Appraiser/Firm of Consultants calls in a third party to furnish the services. The Appraiser/Firm of Consultants shall ensure vis-a-vis all persons participating in producing the work results that the Appraiser/Firm of Consultants is entitled to grant the rights of use to the RCREEE to the extent outlined in this Section 3.1.

3.6 The Appraiser/Firm of Consultants shall ensure that the work results are not encumbered with copyright or other rights of third parties that would restrict the use of the work results to the extent defined under Section 3.1. The Appraiser/Firm of Consultants shall indemnify RCREEE against all claims of third parties arising from the granting or exercise of the right of use pursuant to this Section 3.1 and shall reimburse RCREEE for all costs arising in connection with a corresponding legal defense.

4 Publications

Publications on the activities of the Appraiser/Firm of Consultants require the prior written approval of the RCREEE even after acceptance or conclusion of the contractually agreed period of assignment. Approval from RCREEE is not required for brief descriptions of the contract.
work and of the scope of activities that are designed for use in the public relations work of the Appraiser/Firm of Consultants.

5 Keeping of Documents
As a rule, documents and work results shall be kept by the Appraiser/Firm of Consultants for ten years following acceptance or the expiry of the contractually agreed period of assignment and shall be surrendered to RCREEE for inspection on demand.

6 Reports
6.1 Costs of Reports
The costs of the reports shall be calculated as part of the expert settlement and shall not be remunerated separately. If requested, the Appraiser/Firm of Consultants shall also provide the reports in electronic form.

6.2 Special Reports
In the event of important incidents or circumstances, the Appraiser/Firm of Consultants shall, at no extra charge, without delay and without a specific request, to that effect. Draw up special reports, which it shall forward to RCREEE in each case. Important incidents or circumstances for the purposes of this section shall include major changes in terms of the risk assessment of the project; major time, development policy, financial or technical changes, as well, as risks to the security or health of personnel. In addition, the RCREEE may request special reports on particular procedures and issues at any time.

7 Obligation to Provide Information
RCREEE shall be entitled to review at any time the progress and results attained in respect of the execution of the Contract. The Appraiser/Firm of Consultants shall ensure that the documents necessary in this regard are available at all times and shall provide the information required.
8 Termination

8.1 RCREEE may terminate the Contract at any time either wholly or in respect of individual parts of the work.

8.2 If RCREEE terminates the Contract for a reason for which the Appraiser/Firm of Consultants is not answerable, the Appraiser/Firm of Consultants shall be entitled to demand the agreed sum in remuneration. However, the Appraiser/Firm of Consultants shall agree to non-incurred or avoidable expenses being deducted, as well as such amounts the Appraiser/Firm of Consultants earns by working elsewhere, or by malicious intent fails to earn.

8.3 If RCREEE terminates the Contract for a reason for which the Appraiser/Firm of Consultants is answerable, remuneration shall be paid for the work already executed, provided RCREEE can utilize it, in accordance with the Contract prices, or. That part actually executed shall be remunerated as a proportion of the total contractual work on the basis of Contract prices. Expenses will be remunerated in the same proportion. The work that has been executed but that RCREEE cannot utilize shall be returned to the Appraiser/Firm of Consultants at the latter's expense. Insofar as the contractual work comprises.

The rendering of services, the services rendered up to the date of termination shall be deemed work that can be utilized. The right of RCREEE to claim damages shall remain unaffected.

8.4 RCREEE is entitled to terminate the Contract immediately in accordance with this Section 8.3 if the Appraiser/Firm of Consultants or one of its employees gives or offers a gift or other benefit to RCREEE staff member, a family member of a RCREEE staff member, or any other person associated with the staff member in connection with the award or execution of the Contract. The same applies if the Appraiser/Firm of Consultants or. One of their employees accepts gifts or other benefits from third parties in connection with the execution of the Contract.

8.5 In the event that the services of the contractor would not correspond to the professional standards required by RCREEE or the contractor not fulfilling its obligations as stated in this contract and an immediate replacement is required, RCREEE will immediately terminate this contract. The contractor will be paid for work performed to date and approved.

9 Health Requirements and Exclusion of Liability

The Appraiser/Firm of Consultants is responsible for ensuring that they and the personnel assigned by them satisfy the health requirements for work in the country of assignment. The Appraiser/Firm of Consultants shall ensure that the necessary inoculations are obtained.

RCREEE disclaims all liability consequential to property damage, sickness, personal injury or death in respect of the Appraiser/Firm of Consultants and the personnel assigned by them. The Appraiser/Firm of Consultants undertakes to purchase sufficient insurance cover for themselves and the personnel assigned by them to RCREEE. RCREEE shall not reimburse the Appraiser/Firm of Consultants for the cost of taking out health, life and accident insurance.
10 Remuneration and Terms of Payment

10.1 The contractually agreed remuneration rates are binding.

10.2 As a rule, payments shall be effected only against submission of the relevant forms. All the necessary vouchers must be attached in the original.

10.3 Any rebates, discounts, refunds and all other price reductions are to be passed on to RCREEE.

10.4 The Appraiser/Firm of Consultants shall submit the final invoice together with the certificate of performance/acceptance signed by the officer responsible for the contract and cooperation immediately after the end of the contractually agreed period of assignment or the contractually agreed time for completion of the work. It must be verifiable and contain all the necessary details (and all the required documentary evidence). Immediately after submission of accounts, the Appraiser/Firm of Consultants shall reimburse to RCREEE for those amounts paid by the latter in excess of its liability for payment.

If the Appraiser/Firm of Consultants does not submit the final invoice within fifteen days of having received a reminder from the RCREEE, they shall be obliged to refund the advance payment immediately.

The claims of the Appraiser/Firm of Consultants shall become due upon expiry of a verification period of fifteen days after receipt of the final invoice, and if applicable, acceptance of the work. The partial or full payment shall be effected no later than thirty days after the claims become due, to the amount established and, where applicable, corrected by RCREEE.

10.5 Unless RCREEE is liable for willful intent, the claims of the Appraiser/Firm of Consultant to remuneration arising from the Contract shall become statute-barred if they are not asserted vis-à-vis RCREEE writing within one year. Irrespective of whether the Appraiser/Firm of Consultants has become aware of the underlying circumstances for the claim or should have become aware of these circumstances without gross negligence, the statutory period of limitation shall commence at the end of the year in which the contractual period of assignment ends or in which the contractually specified time for the completion of work lies.

10.6 Costs in a foreign currency shall be settled, as a matter of principle at the rate shown by the corresponding vouchers for the purchase of foreign exchange to be attached to the Appraiser's/Firm of Consultants' statements of account.

11 Procurement of Materials and Equipment

In the case of the contractually agreed procurement of materials and equipment, confirmation of handover to the recipient designated in the Contract shall be submitted in addition to the vouchers required pursuant to Section 10.2. Materials and equipment shall be procured in line with the principles of economic efficiency. In general, three comparable bids must be obtained. The Appraiser/Firm of Consultants shall observe RCREEE rules for inventorying equipment and materials.
12 Acceptance/Certificate of Performance
Confirmation that the work has been accepted/performed shall be provided by the officer responsible for the contract and cooperation specified in the Contract within sixty days of receiving the written notification of readiness for acceptance/performance of the work or of delivery of the work by the officer responsible for the contract and cooperation. Acceptance/performance of the work shall be documented by means of the certificate of performance/acceptance signed by the officer responsible for the contract and cooperation. Advance payments and payments on account shall not constitute partial acceptance. However, partial acceptance may be agreed for sections of the work. Final payment by RCREEE shall not constitute acceptance.

13 Covenant against Assignment
The assignment of claims arising from the contract is excluded, unless RCREEE has agreed to such assignment in writing.

14 Contractual Penalty
If the Appraiser/Firm of Consultants fails to meet the agreed dates and deadlines, or to deliver the work within the period of grace set by RCREEE, then RCREEE is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 3 % of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration. This apply in the case the Appraiser/Firm of Consultants failure is willfully or negligently caused. The Appraiser/Firm of Consultants is required to report to RCREEE the justification for the delay. The justification is to be approved by RCREEE.

15 Applicable Law/Place of Jurisdiction
In the case of a dispute between RCREEE and the local contractor, the Contract shall be governed by the law of Egypt. Exclusive place of jurisdiction for legal action brought by the Appraiser/Firm of Consultants is Egypt.

In the case of dispute between RCREEE and a foreign Contractor or a Contractor comprising a joint venture of two or more firms, wherein one of the firms is a foreign firm, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Committee on International Trade Law (UNCITRAL) Arbitration Rules.

The venue of the arbitration will be the Cairo Regional Centre for International Commercial Arbitration i.e. the Arbitration Board will meet and sit in Cairo, A.R.E.

During pending final decision of a dispute referred to arbitration, the Contractor shall proceed diligently in accordance with the Owner's decisions, determinations, instructions and orders.

16 Amendments/Written Form/Original Copies
The Contract, any amendments and additions thereto and all fundamental communications shall be valid only if made in writing.

The Contract shall be drawn up in two originals. The Appraiser/Firm of Consultants shall retain one original copy.
17 Components of the Contract
The following are components of the Contract:

1. The Contract with its annexes
2. The present General Terms of Contract