

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") made the day of 20

Between Autoridad del Canal de Panamá, Centro de Capacitación Ascanio Arosemena, Edificio 705, Ala Gerencial, Balboa, Panama, Republic of Panama (hereinafter called 'the Employer') of the one part,

and [insert name of Contractor as stated in the Letter of Acceptance and its address], comprising jointly and severally the following parties:

Lead Member:

[insert name and address of Lead Member]

Other Members:

[insert name and address of each other Member],

, (hereinafter collectively called 'the Contractor') of the other part

Whereas the Employer desires that the Works should be executed by the Contractor, and has accepted a Tender dated , 2009 (hereinafter called "the Tender") by the Contractor for the execution and completion of the Works and the remedying of any defects therein and the performance of all other obligations under the Contract,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Letter of Acceptance
 - (b) The Letter of Tender
 - (c) The Conditions of Contract
 - ^{A20}(d) The **Price** Adjustment Timetable ^{A20}
 - (e) The Appendices to the Conditions of Contract
 - (f) The Employer's Requirements
 - (g) The Contractor's Technical Proposal
 - (h) The Contractor's Price Proposal, and
 - (i) Volume VI – Reference Documents, comprising:
 - Part 1 - Reference Drawings
 - Part 2 - Geotechnical Reports
 - Part 3 - Seismic Data for Temporary Structures
 - Part 4 - Environmental Impact Study of the Third Set of Locks
 - Part 5- Conceptual Design of Post Panamax Locks (Pacific); CPP, May 2003;
<http://www.pancanal.com/esp/plan/estudios/0137.html>
 - Part 6 - Update of Pacific Locks Conceptual Design and Harmonization of Atlantic Locks
– Conceptual Design; CPP, May 2005;
<http://www.pancanal.com/esp/plan/estudios/0268.html>
 - Part 7 - Hydro-meteorological Report
 - Part 8 - ^{A20}Filling and Emptying Systems Reference Documents ^{A20}
 - Part 9 - Handbook of Lockage Procedures (existing locks)

- Part 10 - Blasting Records
- Part 11 - Widening and Deepening of the Pacific Entrance and South Approach Channel to the Third Set of Locks of The Panama Canal
- Part 12 - Feasibility Evaluation of a Tug Assisted Locks Vessel Positioning System [Maneuvering Times], <http://www.pancanal.com/esp/plan/estudios/0202.html>
- Part 13 - Tugboat Fleet Principal Particulars, <http://www.pancanal.com/eng/maritime/tugs/index.html>
- Part 14 - ^{A20}Design [Specification and Drawings] for East Barrier Dam 2E, West Barrier Dam 1W and West Barrier Dam 2W Structures ^{A20}
- Part 15 - Programa de Ampliación del Canal: Canal de Aproximación Norte Pacífico Proyecto No. PAC 2
- Part 16 - Electrical Works Reference Data
- Part 17 - Miraflores Swing Bridge Reference Documents
- Part 18- Gatun Lake Dump Sites Bathymetric Data
- Part 19- Administrative
- ^{A20}Part 20 - Traffic Scenarios ^{A20}

(together the "**Volume VI Documents**"); and

- (j) the Volume VII – Employer’s Data comprising:
 - Part 1 - Geotechnical Interpretive Report
 - Part 2 - Topographical Data
 - Part 3 - Seismic Design Criteria Data

(together the "**Volume VII Documents**");

3. The Contractor hereby covenants to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract, and to perform and comply with all other obligations of the Contractor under the Contract as the same may be set forth therein, in consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned.
4. The Employer hereby covenants to pay the Contractor the Contract Price at the times and in the manner prescribed by the Contract, in consideration of the execution and completion of the Works and the remedying of defects therein, in conformity with the provisions of the Contract and the performance and compliance by the Contractor of all other obligations of the Contractor under the Contract as the same may be set forth therein.
5. This Agreement shall be governed by the laws of the Republic of Panamá.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written by their duly authorised representatives.

The Employer

The Contractor

SIGNED by:

SIGNED by:

Name:

Name:

Position:

Position:

Address:

Address:

Date:

Date:

for and on behalf of the Employer in the presence of

for and on behalf of the Contractor and for and on behalf of [insert name of Lead Member], as Member and Lead Member in the presence of

Witness:

Name:

Address:
Date:

Witness:
Name:
Address:
Date:

SIGNED by:

Name:
Position:
Address:
Date:

for and on behalf of the Contractor and for and on behalf
of [insert name of Member], as Member in the presence
of

Witness:
Name:
Address:
Date:

[Insert such number of execution blocks as required to
enable all Members to sign the Contract Agreement. The
Contract Agreement is to be signed by each Member on
its own behalf and on behalf of the Contractor]