

## Embassy of Italy in Canberra

### CONTRACT

The Embassy of Italy in Canberra (hereinafter referred to as "the Embassy") hereby accepts the Proposal dated 20 January 2017 (hereinafter referred to as "the Proposal"), submitted by Robert Thorne Architect Pty Ltd, 10 Colvin Street, Hughes, ACT 2605 (hereinafter referred to as "Thorne Architecture") for consultancy services for the Refurbishment of the Chancery, Italian Embassy in Canberra (hereinafter referred to as "the Refurbishment").


The Terms and Conditions are mutually agreed as follows:

1. The Agreement consists of this Contract, The Proposal and the attachments to the Proposal.
2. The total cost of the consultancy services, the scope of which is described in Terms and Conditions Item 3 and in the Proposal, is **AU\$63,525.00 (sixty three thousand five hundred and twenty five dollars only)** which includes the 10% GST payable under this contract.
3. The scope of the service is:
  - a. Prepare in consultation with the Ministry for Foreign Affairs and the Embassy a brief, programme and budget for the refurbishment
  - b. Prepare and instigate communication and reporting protocols with the Ministry for Foreign Affairs and the Embassy
  - c. Prepare and instigate the Documento Unico per la Valutazione dei Rischi da Interferenze (DUVRI) for the project
  - d. Carry out high level liaison with ACT statutory authorities on behalf of the Ministry for Foreign Affairs and the Embassy

- e. Prepare tender documentation and carry out the tender process and engagement of Architects and specialist consultant engineers (structural, electrical, mechanical, hydraulic, acoustic, fire etc.) teams to provide professional services for the Refurbishment. The Refurbishment will be divided into a number of stages. It is envisaged that professional services will be sought through a tender process for each stage or combinations of stages (that is by lots)
  - f. Engage a Certifier for the Refurbishment. This will provide a single certifying entity giving consistency of advice over the life of the project
  - g. Engage a cost planner for the Refurbishment. This will ensure consistency of cost advice and planning over the life of the project
  - h. Direct and monitor the work of the consultant teams in terms of their meeting the brief, programme and budget; and in terms of their delivering designs, documentation, statutory authority approvals, tendering processes for the construction contracts, contract administration (including the processing of variations), and post contract services of the required standard.
4. Thorne Architecture undertakes to comply with the terms of this Agreement and in the event of breach on the part of the Thorne Architecture the Embassy has the right to give written notice of rescission of contract.
5. Payment of the contract price will be a total payment at the commencement of the services upon receipt of an invoice to the Italian Embassy in Canberra;
6. Should any dispute arise between the contracting parties with regard to the interpretation, execution or resolution of this Agreement, which cannot first be reasonably settled between them, shall be referred for judgment to an independent Arbitrator, appointed by mutual consent. The parties further agree that the Arbitrator's decision as final.
7. Throughout the execution of the consultancy services Thorne Architecture must respect this Agreement and conform to the Italian regulations, as much as they are compatible with the current Australian legislations and regulations. Should Thorne Architecture fail to observe the conditions and the agreement here established or the aforesaid standard and the norms this Embassy can arrange otherwise for the completion of the services at Thorne Architecture's sole risk and rescind the obligation by means of a written statement to that effect.

8. The Embassy can, at its unquestionable discretion, terminate this agreement in the event of misconduct of Thorne Architecture or failure by Thorne Architecture to perform the services agreed upon, and submit claims for damages against Thorne Architecture, which will be responsible for supplementary expenses incurred by the Embassy in recruiting another Architect for the rendering of the services included in the scope of the assigned consultancy work.
9. Privacy Act 1988 – in signing this contract you accept that the Embassy of Italy may publish on its website details pertaining to the contract between us, including the name of your company and its representatives, the service you have performed for us and monies paid for such service.
10. The Agreement is signed in duplicate. The Embassy of Italy holds the first duplicate and Thorne Architecture holds the second duplicate.

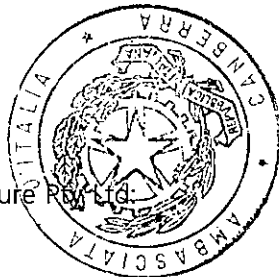
For the Embassy of Italy in Canberra:



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Pier Francesco Zazo  
Ambassador of Italy to Australia

For Thorne Architecture Pty Ltd:



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Robert Thorne RAIA  
Managing Director

Date: 24 January 2017

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