



AIA[®] Document B162[™] – 2002

Abbreviated Form of Agreement Between Client and Consultant, for use where the Project is located outside the United States

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

day of

BETWEEN the Client:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Consultant:
(Name, legal status, address and other information)

for the following Project:
(Include detailed description of the Project.)

The Client and Consultant agree as follows:

ARTICLE 1 RESPONSIBILITIES OF THE PARTIES

§ 1.1 The Client shall, in a timely manner, provide full information regarding requirements for and limitations on the Project, and shall render timely decisions.

The Client shall retain all necessary consultants, including the Local Architect, Cost Consultant and contractors required for the Project.

The Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement.

ARTICLE 2 DESCRIPTION OF SERVICES

(Insert a brief description of the services to be provided by the Consultant.)

ARTICLE 3 CHANGE IN SERVICES

§ 3.1 Any change in the services of the Consultant mutually agreed upon in writing by the Client and Consultant shall entitle the Consultant to an adjustment in payment.

ARTICLE 4 PAYMENTS

§ 4.1 The Consultant shall be paid on the following basis:

(Describe the basis of initial payment, payment for services, change in services and reimbursable expenses.)

§ 4.2 The Client shall make monthly payments in U.S. dollars upon presentation of the Consultant's statement, without deductions for sales, income, value added, duties and other government-imposed taxes. The Client shall be responsible for all such obligations.

§ 4.3 Payments shall be transmitted by the Client as follows:

(Insert instructions for the method of payment.)

ARTICLE 5 INSTRUMENTS OF SERVICE

§ 5.1 Drawings, Specifications and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. The Consultant shall be deemed the author and owner of such Instruments of Service and shall retain all rights accorded under applicable law, including copyrights under the Berne Convention. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for use with this Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall have the right to withhold the Instruments of Service in the event the Client fails to make payments in a timely manner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration. The Client and Consultant shall share mediation costs equally. If mediation fails to bring resolution, matters still in question shall be decided by arbitration in accordance with the rules of United Nations Commission on International Trade Law (UNCITRAL). Mediation shall be held at the site, arbitration shall be held in a neutral location and each shall be conducted in English. Agreements reached shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any arbitration award shall be governed by the Convention on the Recognition and Enforcement of Foreign Arbitration Awards.

ARTICLE 7 TERMINATION

§ 7.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform its obligations in accordance with the terms of this Agreement. In the event of termination not the fault of the Consultant, the Consultant shall be entitled to payment for services performed prior to termination, together with reimbursable expenses then due.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 This Agreement shall be governed by the law in the principal place of business of the Consultant and may be amended only by mutual written agreement.

ARTICLE 9 OTHER TERMS AND CONDITIONS

(Insert a description of any other terms or conditions)



This Agreement entered into as of the day and year first written above.

CLIENT *(Signature)*

CONSULTANT *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.