ACES MEMORANDUM OF AGREEMENT

ASSOCIATION OF CONSULTING ENGINEERS SINGAPORE
MEMBER OF THE INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS (FIDIC)
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the _______________ day of _______________ 20___.

BETWEEN:

Name : _______________________________________________________________
Address : _________________________________________ ______________________

AND:

Name : _______________________________________________________________
Address : _________________________________________ ______________________

(hereinafter called the Client)

(hereinafter called the Consulting Engineer)

The Project is:
____________________________________________________________________________
____________________________________________________________________________

The Project is being carried out at:
____________________________________________________________________________
____________________________________________________________________________

1. The Consulting Engineer agrees to carry out the Services for the Client in accordance with the Agreement.

2. The Client and Consulting Engineer agree that the Agreement consists of the following documents in order of precedence:
   i. this Memorandum of Agreement
   ii. any additional documents specified in the Specific Provisions
   iii. the Specific Provisions in paragraph 5.
   iv. ACES Standard Conditions of Engagement May 2010

3. The documents listed in paragraph 2 constitute the entire agreement between the Parties in respect of the Services and supersedes all prior agreements, undertakings or communications in whatever form.
4. The Agreement applies to all Services carried out prior to the date of execution of this Memorandum of Agreement and may only be varied by writing signed by both Parties.

5. SPECIFIC PROVISIONS

A. ADDITIONAL DOCUMENTS

The documents comprising the Agreement include the following additional documents:

i. ..................................................................................................................

ii. ..................................................................................................................

iii. ..................................................................................................................

B. SCOPE OF SERVICES

The Services to be carried out by the Consulting Engineer under the Agreement are:

..................................................................................................................

..................................................................................................................

..................................................................................................................

..................................................................................................................

C. VARIATIONS AND RESTRICTIONS

The following variations and restrictions apply to and take precedence over the Services described in the Scope of Services:

..................................................................................................................

..................................................................................................................

..................................................................................................................

..................................................................................................................

D. SCOPE OF WORKS

The following Works are relevant to the Services defined within this Agreement:

..................................................................................................................

..................................................................................................................

..................................................................................................................

..................................................................................................................

..................................................................................................................
E. PAYMENT TERMS

(a) The fee(s) payable by the Client to the Consulting Engineer for the performance of the Services under this Agreement is:

(b) The aforementioned fees(s) exclude:

- Goods & Services Tax;
- lithography charges;
- international travel & accommodation except as specifically provided for below;
- design of temporary works;
- costs associated with information to be provided by the client;
- costs associated with site staff relating to full time supervision of construction;
- time and costs relating to arbitration or litigation; and
- other services that do not normally fall within the scope of services

(c) An additional charge in consideration for attendance and administration costs relating to reimbursable expenses shall apply. The additional consideration shall be ______ %.

(d) The following expenses have been specifically provided for within the fee:

- ___________________________________________
- ___________________________________________
- ___________________________________________
- ___________________________________________
- ___________________________________________

Interest rate

(e) The interest rate for overdue payments is _____ percent per annum calculated on a daily basis. (If not completed, the interest rate for overdue payment as stated in Clause 1.4.12.3 of the Conditions of Engagement shall apply)
Schedule of payment

(f) The schedule of payment of fees shall be as set out below. The percentages indicate the total fees payable to the Consulting Engineer on completion of the stage of work. The Consulting Engineer shall be entitled to bill for fees on a monthly basis during each stage up to the limit shown in the schedule.

<table>
<thead>
<tr>
<th>Stage</th>
<th>% Fee</th>
<th>Cumulative % Fee Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Concept &amp; Schematic Design</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>2 Design Development</td>
<td>20%</td>
<td>40%</td>
</tr>
<tr>
<td>3 Detailed Design &amp; Contract Documentation</td>
<td>30%</td>
<td>70%</td>
</tr>
<tr>
<td>4 Tender &amp; Recommendation</td>
<td>5%</td>
<td>75%</td>
</tr>
<tr>
<td>5 Construction</td>
<td>25%</td>
<td>100%</td>
</tr>
</tbody>
</table>

F. PROGRAMME OF SERVICES

The anticipated programme for carrying out the Services is as follows:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

G. LIABILITY

(a) **Maximum Damages**

The maximum amount of Damages is ____________________________ (If left blank then the maximum amount of Damages in Clause 1.5.4(ii) of the Conditions of Engagement shall apply).

(b) **Duration of Liability**

The duration of liability is ____________________________, Reckoned from ____________________________ (If left blank then the duration of liability specified in Clause 1.5.5 of the Conditions of Engagement shall apply).
H. NOTICES AND REPRESENTATIVES
Client Address:

__________________________________________________________

Fax Number:

__________________________________________________________

Client’s Authorised Representative:

__________________________________________________________

Consulting Engineer’s Address:

__________________________________________________________

Fax Number:

__________________________________________________________

Consulting Engineer’s Authorised Representative:

__________________________________________________________

I. AMENDMENTS AND OTHER CONDITIONS
The following amendments and/or additional conditions (if any) are intended to take precedence over the Standard Conditions of Engagement:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________