

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 4
1. REQUEST FOR PROPOSAL No.: RFP-76161	2. CONTRACT No.: CMC-221427	3. DATE: April 18, 2018
		4. VARIATION No.: 197

5. ISSUED BY:

PANAMA CANAL AUTHORITY
Employer's Representative
Locks Project Management Division
Building 740, Corozal
Panama, Republic of Panama

6. NAME AND ADDRESS OF CONTRACTOR (INCLUDE PHYSICAL & POSTAL ADDRESS) Grupo Unidos por el Canal, S.A. Building 22B, Brujas Road Cocoli, Republic of Panama	7. CONTRACTOR'S TELEPHONE NUMBER: 507-316-9900
	8. CONTRACTOR'S FACSIMILE NUMBER:

9. VARIATION:

The contract referred to in item No. 2 is hereby varied as set forth in item 10, entitled "DESCRIPTION OF VARIATION".

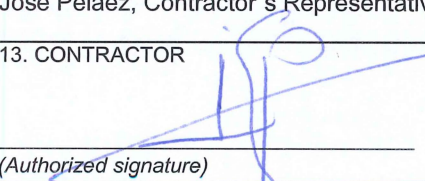
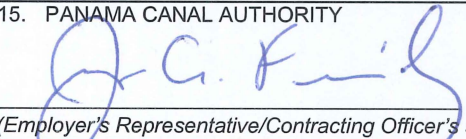
YES. NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	9 A. THIS VARIATION IS EXECUTED ON THE BASIS OF: (Specify the legal authority). THE VARIATION DESCRIBED IN ITEM 10 IS HEREBY INCORPORATED AND MADE A PART OF THE CONTRACT.
	9 B. THE CONTRACT REFERRED TO IN ITEM NO. 2, IS VARIED TO INCORPORATE ADMINISTRATIVE CHANGES (such as the paying office, account numbers, etc.).
X	9 C. THIS BILATERAL AGREEMENT IS SIGNED AND INCORPORATED INTO THE CONTRACT REFERRED TO IN ITEM NO. 2 OF THIS FORM, ON THE BASIS OF: (Specify the legal authority) Volume III, Conditions of Contract, Sub-Clause 1.16 [Entire Agreement]
	9 D. OTHER. (Specify manner and the legal authority).
	9 E. ACCOUNT NUMBER (If required):

10. DESCRIPTION OF THE VARIATION (List in accordance with the order of the Contract. If additional space is required, use blank sheets).

See attached

Except for the variation(s) herein specified, all other terms and conditions of the Contract remain unchanged.

11. NAME AND TITLE OF THE PERSON AUTHORIZED TO SIGN (Type or print) José Peláez, Contractor's Representative	12. NAME AND TITLE OF THE EMPLOYER'S REPRESENTATIVE/CONTRACTING OFFICER (Type or print) Jorge A. Fernández A., Employer's Representative
13. CONTRACTOR  (Authorized signature)	14. DATE: 15. PANAMA CANAL AUTHORITY  (Employer's Representative/Contracting Officer's signature)
	16. DATE: 18-ABR-18

This Variation Agreement Number 197, is dated as of April 18, 2018 and made

Between: Autoridad del Canal de Panama, Building 740, Corozal, Panama, Republic of Panama (hereinafter called the "**Employer**") on the one part,

and

Grupo Unidos por el Canal, S.A., of Building 22B, Brujas Road, Cocoli, Panama, Republic of Panama, a corporation organized under the laws of the Republic of Panama, registered under microjacket number 682266, document number 1683284 of the Mercantile Section of the Public Registry Office of the Republic of Panama (hereinafter called the "**Contractor**" and together with Employer, the "**Parties**") on the other part.

Whereas:

- (a) The Employer and the Contractor are party to Contract CMC-221427 for the Design and Construction of the Third Set of Locks, dated August 11, 2009 (as the same has been or may be varied, amended, supplemented or otherwise modified (the "**Contract**")).
- (b) The Employer took over the whole of the Works pursuant to Sub-Clause 10.1 [*Taking Over of the Works*] on June 24, 2016.
- (c) By Request for Variation (RFV) No. 351 dated March 08, 2018, the Contractor requested to modify the Employer's Requirements in relation to the requirement of VRS Video Analytics for tailgating.
- (d) By letter IAE-UPC-3340 dated April 18, 2018, the Employer indicated that it would be willing to modify the Employer's Requirements accordingly, but subject always to the Parties agreeing a formal variation to reflect such revised arrangements.
- (e) Therefore, subject to the terms of this Variation Agreement No. 197, the Parties have agreed to a variation to the Contract as hereinafter stated, but not further or otherwise.

THE PARTIES HEREBY AGREE AS FOLLOWS:

The Employer and the Contractor agree to vary the Contract as follows:

- 1. In this Variation Agreement No. 197, the words and expressions shall have the same meanings as are respectively assigned to them in the Contract, save as amended below or as expressly stated.
- 2. It is agreed that this Variation Agreement No. 197 and the modifications contained herein are approved and dated in writing by the authorized representatives of the Contractor and the Employer and in doing so the Parties acknowledge and identify

that this is done in accordance with Sub-Clause 1.16 [*Entire Agreement*] of the Contract.

3. The Parties acknowledge and agree that this Variation Agreement No. 197 shall not be deemed to settle any outstanding issues, claims, demands, actions, disputes or proceedings between the Parties including but not limited to those in relation to any delay to the Works (both as to time and costs) and all such issues, claims, demands, actions, disputes or proceedings remain in contention between the Parties and all respective rights, remedies, claims and defenses of the Parties including but not limited to those concerning and arising out of any delay and/or responsibility for delay and the consequences thereof remain fully reserved. The Parties expressly agree that no Party is waiving, making an admission with respect to, or intending to prejudice any claims, defenses, arguments or remedies that any of them has or may have arising out of events up to and including the date of this Variation Agreement No. 197 or in the future concerning their respective performance under and in relation to the Contract. For the avoidance of doubt, all delay-related issues between the Contractor and the Employer, and their respective rights and remedies regarding responsibility for delay and the consequences thereof, remain fully reserved. Nothing in this Variation Agreement No. 197 will have the effect of changing or extending the Time for Completion or any Milestone Dates under the Contract or entitle the Contractor to Excusable Delay. For the avoidance of doubt, this Variation Agreement No. 197 is without prejudice to each Party's position in any current or future DAB, and/or arbitration proceedings pursuant to Sub-Clauses 20.4 [*Obtaining Dispute Adjudication Board's Decision*] and/or 20.6 [*Arbitration*] respectively, and/or any court proceedings in relation to guarantees provided to the Employer by the Contractor's shareholders, (including but not limited to ICC References 22465/ASM, 22466/ASM, 22966/JPA, 22967/JPA, 22588/ASM/JPA, 20910/ASM, 20911/ASM and 19962/ASM, and the English Court Proceedings CL-2016-000741).
4. Save in relation to breaches of, or failure by either Party to comply with, the terms of this Variation Agreement No. 197, the Parties agree that:
 - a) they shall have no claims for additional time or money or any other relief or entitlement of any kind as a direct consequence of this Variation Agreement No. 197; and
 - b) nothing in this Variation Agreement No. 197 is intended to or does increase the Contract Price or the Time for Completion.
5. Further, the Contractor's obligations to comply with the Contract remain in all respects unaffected and nothing within this Variation Agreement No. 197 is intended to be a waiver or relaxation of the Contractor's obligations under the Contract, save only as expressly stated herein and the Contract shall remain fully effective as varied herein and the Contract shall have effect as though the provisions contained in this

Variation Agreement No. 197 had been originally contained in the Contract.

6. The Parties hereby agree to amend Sub-Clause 1.1 [*Definitions*] of the Contract by adding the following definition to Sub-Clause 1.1.6 [*Other Definitions*] (which shall be added in proper alphabetical order but without any number):

"Variation Agreement No. 197" means Variation Agreement Number 197, dated April 18, 2018, between the Employer and the Contractor.

7. The Parties hereby agree to amend Paragraph 1.04C.2.k.1) of Section 28 23 19 (Video Recording System) of the Employer's Requirements by deleting the words:

"To track objects in each camera field while distinguishing between human and non-human activity. VRSs shall track directionally and provide alert notification for activities that require investigation or action, including tailgating."


and replacing them with the following:

"To track objects in each camera field while distinguishing between human and non-human activity. VRSs shall track directionally and provide alert notification for activities that require investigation or action."

8. This Variation Agreement No. 197 shall be governed by the Laws of the Republic of Panama and is deemed to be incorporated into and form an integral part of the Contract.
9. Each Party shall from time to time (at its own cost) do, perform, sign, execute and deliver all such acts, deeds, documents and things (or procure the doing, performance, signing, execution or delivery of them) to give full effect to this Variation Agreement No. 197 and secure the full benefit of the rights, powers and remedies conferred upon it in this Variation Agreement No. 197.

In Witness whereof the Parties hereto have caused this Variation Agreement No. 197 to the Contract to be executed on the 18 day of April, 2018 by their duly authorized representatives.

For ACP


Jorge A. Fernández A.
Employer's Representative

For GUPCSA


José Peláez
Contractor's Representative
