

**Example of Order Form for Sample Follow-Up/Continuation of Sample
Follow-Up on Actual Implementation of New Building Method**

Date: _____

To:
The National Building Research Institute (NBRI)
Building Systems Evaluation Unit
Technion
Haifa 3200003, Israel

Fax: 972-4-8324534

Att.: Unit Director

**Order of a Sample Follow-Up/Continuation of Sample Follow-Up¹ on
Actual Implementation of Building Method:**

" _____ "2
(NBRI serial no. for proposed building method: _____).

Further to our order of an in-depth evaluation of the aforementioned building method, dated _____, and following your letter dated _____ in which you informed us of the successful completion of the in-depth evaluation of the aforementioned building method and/or following your letter dated _____ in which you informed us of the need to continue your sample follow-up on the actual implementation of the aforementioned building method, we hereby order a sample follow-up/continuation of sample follow-up on the actual implementation of the aforementioned building method and on the long-term behavior of various structures that are to be built using this building method.

As an integral part of this order, we declare and agree to everything stated in the following provisions:

1. We have carefully read your standard letter dated _____, following our inquiry regarding the evaluation of the aforementioned building method and/or

¹ Erase whichever is inapplicable.

² Complete missing information in all appropriate places

the document explaining the procedures for evaluating new building methods as performed by the Building Systems Evaluation Unit (hereinafter referred to as "BSEU") at the National Building Research Institute (hereinafter referred to as "NBRI"), which we downloaded from the BSEU website, and the procedure for evaluating and approving new building methods as performed by the BSEU, including all stages thereof, is clear to us.

2. We have carefully read your letter dated _____ in which you informed us of the successful completion of the in-depth evaluation and/or your letter dated _____ in which you informed us of the successful completion of the first round of the sample follow-up on the actual implementation of the aforementioned building method, which enables you to issue a "preliminary assessment report" or a "renewed preliminary assessment report" regarding the said building method as well as a "temporary approval certificate"/"renewed temporary approval certificate" for its implementation for a limited period of 3 years, provided we order Stage II of the evaluation process of this building method (sample follow-up/continuation of sample follow-up on method implementation stage) in a timely manner, and we undertake to act according to all of its instructions.
3. We declare that the person responsible on behalf of our company for all matters pertaining to the evaluation of the aforementioned building method, including all correspondence and/or clarification of technical issues during the follow-up on the actual implementation of the aforementioned building method is: _____, and his/her contact information is: _____.
4. The "final assessment report" regarding the aforementioned building method and the "final approval certificate" for its implementation, which you will prepare and issue, or alternatively the "renewed preliminary assessment report" regarding the aforementioned building method and the "renewed temporary approval certificate" for its implementation, which you will prepare and issue, all according to the follow-up findings, and provided the results of the sample follow-up on the actual implementation of said building method are positive, shall be prepared for (petitioner/applicant):

Company (petitioner/applicant): _____
Address: _____
Telephone: _____
Fax: _____

5. We undertake to ensure that the actual implementation of the aforementioned building method is in accordance with all requirements, instructions, and limitations specified in the preliminary assessment report regarding the said building method and in the temporary approval certificate for its implementation or, in case of an additional/repeat round of follow-up, in the renewed preliminary assessment report and in the renewed temporary approval certificate, including any limitations that apply to the maximum scope of a single project and to the total maximum scope of all projects implemented using this building method during the validity period of the temporary approval certificate or the renewed temporary approval certificate for its implementation.
6. We undertake to submit to the BSEU, in a timely manner, immediately after any decision is made to execute a project/s in which the aforementioned building method is to be implemented, and before onset of execution of the aforementioned project/s, relevant and detailed information regarding said project/s. Such information will include, among other things, the following data regarding each of the aforementioned projects: project name; project location; project scope; planned execution period; names and contact information of planners, executors, and supervisors; and the name and contact information of the professional on our behalf who will be responsible for inspecting the execution of the project. In addition, we undertake to submit to the BSEU, in a timely manner, before onset of execution of any project in which the aforementioned building method is to be implemented, a copy of a valid building permit for said project.
7. It is clear to us that the existence of a "preliminary assessment report" and a "temporary approval certificate" for implementation of the aforementioned building method, or a "renewed preliminary assessment report" and a "renewed temporary approval certificate" do not constitute a building approval or permit

anywhere, and so we are precluded from filing any claims in this context against any staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute and/or their employees or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf, as specified in below Section 17.

8. We undertake to ensure, in a timely manner, before the onset of any building project in which the aforementioned building method is to be implemented, that quality tests are ordered for materials and various works related to the implementation of the new building method, including all of its components, including in the context of its integration into different parts of any project in which it is to be implemented, during the execution period of projects in which the aforementioned building method is implemented. Such tests will be carried out by an approved laboratory/ies, in accordance with the special specifications and/or quality control and assurance plan for each and every project, and in accordance with special requirements, if such exist, that were set out in the preliminary assessment report regarding the aforementioned building method. In addition, we undertake to ensure that the BSEU receives a copy of all test certificates issued by the approved laboratory/ies that will execute the aforementioned quality control tests regarding the said new building method, including its various components.
9. We undertake to ensure that periodic follow-up tests are executed regarding the long-term behavior of structures that are built using the aforementioned building method, according to the applicability requirements specified in the preliminary assessment report on this building method. Such periodic follow-up tests will be performed on our behalf by qualified professional entities. In addition, we undertake to provide the BSEU with copies of all reports of the aforementioned test. In addition to all of the above, we undertake to ensure that the owner and/or holders and/or users of such structures enable the expert team on behalf of the BSEU that is engaged in the evaluation of the aforementioned building method, or any other person acting in this matter on behalf of the BSEU, to conduct sample

follow-up visits regarding the long-term behavior of structures that are building by implementing the said building method.

10. It is clear to us and we agree that the sample follow-up on the actual implementation of the aforementioned building method (as specified in Section 12 below) will begin only after we provide the BSEU with all information regarding the project/s in which the aforementioned building method is supposed to be implemented, as specified in above Section 6, along with advance payment on account of the execution of this follow-up, as specified in below Section 23.
11. It is clear to us and we agree that the sample follow-up (as specified in below Section 12) on behalf of the BSEU on the actual implementation of the aforementioned building method and on the long-term behavior of structures that are to be built using the said method constitute an integral part of the evaluation process of the aforementioned building method, **but do not, in any way, constitute any kind of quality control and/or supervision of the construction** (neither close supervision nor superior supervision). In addition, it is clear to us and we agree that the fact that you will conducted a sample follow-up on the actual implementation of the said building method does not mean that the projects in which the aforementioned building method is implemented have been constructed properly and that they are free of shortcomings. Thus, we are precluded from submitting any claims and/or demands and/or suits in this context against the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit and/or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf. In light of this, we undertake to ensure, in a timely manner, before the execution of any project in which the aforementioned building method is to be implemented, that an inspector is appointed on our behalf (petitioner/applicant) to inspect the execution of the aforementioned project, regardless of whether we are the project executors or whether the project is executed by any other executing entity acting as per our authorization. The inspector on our behalf who is to inspect the execution of projects in which the aforementioned building method is implemented will be [REDACTED]. In addition, we hereby undertake to

- provide the BSEU with information regarding the identity of the execution inspector for any project in which the said building method is implemented, as specified in above Section 6.
12. It is clear to us and we agree that the BSEU will conduct a sample follow-up on the actual implementation of the aforementioned building method, as well as on the long-term behavior of structures that are to be constructed using the aforementioned method. In addition, it is clear to us and we agree that such follow-up will be sample-wise and random, as per the discretion of experts on behalf of the BSEU who are to evaluate the said building method, and that the aforementioned follow-up visits may be conducted at different stages of the execution of all or some of the different projects in which the said building method is implemented, and/or while using structures that were constructed using the aforementioned building method, and that such visits may be either pre-coordinated visits and/or surprise visits. It is emphasized that it is clear to us that such sample follow-up will not necessarily be conducted on all projects constructed using the said building method during the validity period of the "temporary approval certificate" for the implementation of the aforementioned building method, but rather on projects that will be selected randomly by the team of experts evaluating the aforementioned building method, at the discretion of the team members and the BSEU.
 13. We undertake to inform the BSEU immediately regarding any applicable information we receive regarding the implementation of the aforementioned building method and/or the use of structures constructed using the said building method, including full information on all failures and/or damages, and/or shortcomings and/or fear for failures and/or fear for shortcomings, that are revealed during execution and/or during use of the aforementioned building method, and full reporting of all complaints and/or legal suits that ensue from the implementation of the aforementioned building method. Together with this information, we will also provide the BSEU with explanations regarding the reasons that caused the aforementioned failures and/or damages and/or shortcomings, as well as regarding the steps we took to correct and prevent their

reoccurrence. We undertake that such steps will be taken in the most professional manner, while taking all necessary precautions. It is clear to us and we agree that our undertaking to provide the BSEU with full and complete information on the aforementioned issues, immediately upon receiving it, is an important fundamental condition for the issuing of a "temporary approval certificate" for the implementation of the aforementioned building method. Therefore, any failure on our part to provide such information to the BSEU, immediately upon receiving it, will be considered a fundamental breach of the provisions of the "temporary approval certificate" for the implementation of the said building method, which might cause revocation of the "temporary approval certificate" and disqualification of the aforementioned building method.

14. We declare that all material that we provide and/or will provide the BSEU and/or that is provided and/or will be provided on our behalf, as specified in above Sections 6, 8, 9 and 13, is reliable and complete. It is clear to us that the "final assessment report" or the "renewed preliminary assessment report" on the aforementioned building method that you will prepare, upon completion of the follow-up period on the actual implementation of the aforementioned building method, as well as the "final approval certificate" or the "renewed temporary approval certificate" for its implementation, which you may issue, should the results of the sample follow-up on the actual implementation of the aforementioned building method justify such, will be based, among other things, on all of the documents and certificates we provide you at our full responsibility and without any need for you to recheck their reliability.
15. We hereby declare that we are the owners of the aforementioned building method and/or of the rights for its distribution in Israel, and that the material we have provided or will provide the BSEU, throughout all stages of the evaluation of the aforementioned building method, including during its follow-up period on the actual implementation of the said building method, does not include any material we are not permitted to provide, or that you are not permitted to refer to as part of the evaluation of the aforementioned building method.

16. We undertake to act according to the instructions that will be given, if such are given, by the team of experts on behalf of the BSEU, during the sample follow-up on the actual implementation of the aforementioned building method and/or the sample follow-up on the long-term behavior of structures that are to be built using the said building method, including general instructions regarding the need to plan and execute the correction of shortcomings and/or damages and/or failures that might be revealed during the implementation of said building method. It is hereby emphasized that we, and anyone acting on our behalf and/or as per our authorization in all that pertains to the actual implementation of the aforementioned building method, including planners, executors, supervisors, and persons responsible for the inspection, bear responsibility, together and separately, for the compliance of all projects in which the aforementioned building method is implemented with the requirements specified in the "preliminary assessment report" on the said building method and in the "temporary approval certificate" for its implementation, as well as with the requirements of any law in the matter. In addition, it is clear to us and we agree to everything written in these contexts in Sections 18 and 19 below. In addition, we undertake to execute, with no delay, all corrective actions required to correct and prevent the reoccurrence of the aforementioned shortcomings and/or damages and/or failures, according to the aforementioned instructions, should such be given, and/or as per our professional discretion, as specified in above Section 11, and to report such action to the BSEU.
17. It is clear to us and we agree that should shortcomings and/or failures in the implementation of the aforementioned building method be discovered during the actual implementation of the method and/or should the method not be implemented according to all instructions and requirements specified in the valid preliminary assessment report, the BSEU will be entitled, at its sole professional discretion, after giving the applicant advance notice, to cancel the validity of the "temporary approval certificate" for implementation of the said building method or to make it conditional upon additional and/or other requirements. In addition, it is clear to us and we agree that the BSEU may, in such case, at its discretion,

appeal to the planning and building committee that issued the building permit for the project in which the aforementioned shortcomings and/or failures were discovered, and demand that it issue an immediate cessation order for the said project, and/or even appeal to other planning and building committees that issued building permits for other projects in which the aforementioned building method is implemented and request that they too issue cessation orders for such projects. It is clear to us and we agree that should the validity of the "temporary approval certificate" and/or "renewed temporary approval certificate" and/or "final approval certificate" for the implementation of the aforementioned building method be cancelled, the BSEU will be entitled to inform various entities in the construction sector of such, as specified in Section 27 below. We hereby declare that we will be precluded from making any claims in these contexts against any staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute and/or their employees or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf, as specified in Section 19 below.

18. It is clear to us and we agree that no staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute and/or their employees or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf will be responsible in any way for the planning and/or execution of any specific structure or building that was constructed, or that will be constructed by any entity using the aforementioned building method. We therefore declare that we will be precluded from making any claims against them in these contexts, as specified in Section 19 below. In addition, we know that the mere existence of a preliminary assessment report, or a renewed assessment report, or a final assessment report on the said building method and/or a "temporary approval certificate" or "renewed temporary approval certificate" or "final approval certificate" regarding the method and/or a sample follow-up on the actual implementation of the aforementioned building method,

does not absolve us (the petitioner/applicant), the planner and the executor, together and separately, of our responsibility for the planning and execution of every structure or building in which the said building method is implemented separately.

19. To avoid any doubt, we hereby emphasize that it is clear to us and we agree that no staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute and/or their employees or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf, shall be held responsible for any damage to property and/or bodily harm and/or any expense and/or any loss and/or loss of sales or profit that have been incurred and/or that may be incurred by us or by anyone acting on our behalf and/or by any third party, as a result of the process of evaluating this building method and/or the existence or absence of a preliminary assessment report or renewed assessment report or final assessment report and/or "temporary approval certificate" or "renewed temporary approval certificate" or "final approval certificate" for its implementation and/or execution of sample follow-up on the actual implementation of the aforementioned building method, or in connection thereof. We are aware that our agreement to absolve the aforementioned entities from such responsibility is an important fundamental condition for the BSEU's agreement to perform the evaluation of the aforementioned building method, including a sample follow-up on its actual implementation and on the long-term behavior of structures that are to be constructed using said building method. Hence, we and anyone acting on our behalf or by our authorization shall be precluded from filing any claim, including in the form of indemnification and/or third party notice, against any staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute, and/or their employees or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf, in any connection with the said matter.

20. We undertake to indemnify the BSEU and/or the National Building Research Institute and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or their employees and all of those acting on their behalf and/or the State of Israel or anyone acting on its behalf, for any damage and/or loss and/or expense they might incur as a result of any act and/or omission on our part in connection with the new building method subject of this procedure and/or as a result of the violation of any of our undertakings according to this document and/or according to any other and/or additional document related to the evaluation process of the aforementioned building method and/or according to any law.
21. We are aware and agree that any notice, report, approval, agreement, change, revision, etc. relating to the evaluation procedure of the aforementioned building method shall be done in writing only and that any notice, presentation, statement, agreement or undertaking made verbally shall be null and void.
22. We are aware of the fact that the mere process of evaluating the aforementioned building method does not exempt us from any obligation, responsibility, liability or commitment imposed on us according to and/or by force of any law.
23. Since at the time of ordering the sample follow-up on the actual implementation of the aforementioned building method, it is not yet known what the scope of actual implementation of this building method will be during the validity period of the "temporary approval certificate" for its implementation, it is impossible to determine in advance the total cost of the aforementioned follow-up during the validity period of its preliminary assessment report or renewed preliminary assessment report. We, therefore, undertake as follows:
- Together with this order for the execution of a sample follow-up by the BSEU on the actual implementation of the aforementioned building method and on the long-term behavior of structures that are to be built using said building method, we hereby pay you an advance payment in the sum of NIS plus VAT as per law, on account of payment for the execution of said follow-up.
 - We undertake to pay the entire total cost of the sample follow-up on the actual implementation of this building method during the validity period of the

temporary approval certificate for implementation of the method (3 years from the issue date of the "temporary approval certificate" for implementation of the aforementioned building method). The total cost is [REDACTED] NIS plus VAT as per law, assuming that the aforementioned building method is implemented during the aforementioned period **in a single project**. In such case, we undertake to pay you, in addition to the advance payment mentioned above, an additional payment in the sum of [REDACTED] NIS plus VAT as per law, before the onset of the execution of the aforementioned project.

- We undertake to made another payment in the sum of [REDACTED] NIS plus VAT as per law, on account of payment for the execution of the sample follow-up on the actual implementation of the aforementioned building method in a **single project**, as mentioned above, no later than 18 months after the order date of the follow-up on the actual implementation of said building method.
- We undertake to pay the balance, in the sum of [REDACTED] NIS plus VAT as per law, on account of payment for the execution of the sample follow-up on the actual implementation of the aforementioned building method in a **single project**, as mentioned above, no later than 30 months after the order date of the follow-up on the actual implementation of said building method.
- It is clear to us and we agree that should the aforementioned building method be implemented during the validity period of the "temporary approval certificate" of its implementation and during the sample follow-up period on its actual implementation by the BSEU (during the 3 years from the issue date of the "temporary approval certificate" for implementation of aforementioned building method), in more than one project, the cost of this follow-up will increase accordingly. We undertake to pay the total cost of the aforementioned sample follow-up, which will depend on the number of projects in which the aforementioned building method is actually implemented during the aforementioned period, as follows:
 - Total cost of follow-up in case the method is not implemented at all, for any reason, during the validity period of the "temporary approval

certificate" for its implementation: [REDACTED] NIS plus VAT as per law (the advance payment on account of payment for the follow-up as mentioned above); should the proposer of the said new building method inform the BSEU before the end of the validity period of the "temporary approval certificate" for implementation that he wishes to terminate the evaluation process of the said building method, due to his inability to implement it in building projects for whatever reason, the BSEU will return this advance payment to the proposer after deducting any expenses incurred by the BSEU, should such be incurred, with connection to Stage III of the evaluation process of the said new building method. It is hereby emphasized that we know and we agree that terminating the evaluation process of the said building method as per our request, as specified above, will lead to immediate cancellation of the validity of the "temporary approval certificate" for the implementation of the aforementioned building method including all that is implied thereby.

- Total cost of follow-up should the method be implemented in a single project: [REDACTED] NIS plus VAT as per law, as specified above;
- Total cost of follow-up should the method be implemented in 2 projects: [REDACTED] NIS plus VAT as per law, as specified above;
- Total cost of follow-up should the method be implemented in 3 projects: [REDACTED] NIS plus VAT as per law, as specified above;
- Total cost of follow-up should the method be implemented in 4 projects: [REDACTED] NIS plus VAT as per law, as specified above;
- Total cost of follow-up should the method be implemented in 5 projects or more: [REDACTED] NIS plus VAT as per law, as specified above.
- It is clear to us and we agree that all prices specified above are linked to the cost of living index for the month of [REDACTED]. We hereby undertake to include appropriate indexation differentials in all payments we make to you on account of the sample follow-up on the actual implementation of the aforementioned building method and on the long-term behavior of structures

built using this building method, depending on the dates of the different payments.

- It is hereby emphasized that we know and we agree that terminating the evaluation process of the said building method as per our request, as specified above, will cause the immediate cancellation of the validity of the temporary approval certificate for the implementation of the aforementioned building method, including all that is implied thereby.
- We undertake to make the payments for the sample follow-up on the actual implementation of the aforementioned building method and on the long-term behavior of structures that are to be built using said building method, depending on the number of projects in which the method is implemented during the validity period of the temporary approval certificate for its implementation, as specified above, taking into account the onset dates of the various projects in which the aforementioned building method is implemented. In addition, we undertake to make a payment in each follow-up year, that will ensure coverage of total partial cost of the follow-up executed until the date the appropriate partial payment is made for this sample follow-up, according to the number of projects in which the said building method is implemented up until that date, as demonstrated in the following payment plan for a specific case in which the execution of all projects, in which the said building method is to be implemented, begins in the first year of the sample follow-up on the actual implementation of the aforementioned building method:

Payment Type	Number of projects in which building method will be implemented during temporary approval validity period				
	1	2	3	4	5 or more
Payment for sample follow-up on implementation of new building method (NIS)					
Advance					
Balance for 1 st follow-up year					
Balance for 2 nd follow-up year					
Balance for 3 rd					

follow-up year					
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- It is clear to us and we agree that the costs of the sample follow-up on the actual implementation of the aforementioned building method and on the long-term behavior of structures that are to be built using this building method are based on the assumption that the sites of all projects in which the aforementioned building method is implemented, as well as the manufacturing sites of the method components, are located no farther than 100 km from the Technion. In addition, it is clear to us and we agree that should all or some of these sites be located farther than 100 km from the Technion, the cost of the aforementioned sample follow-up will increase according to the actual distance of these sites from the Technion. In such case, you will inform us in a timely manner as to the additional payment required due to the distance of the aforementioned sites from the Technion, and we undertake to pay this additional payment as per your request.
 - As per your instructions, we will make all payments for the sample follow-up on the actual implementation of the aforementioned building method to the Technion Research & Development Foundation Ltd. (for the Building Systems Evaluation Unit - National Building Research Institute).
24. It is clear to us that none of what is written in the valid preliminary assessment report or in the final assessment report on the said building method and/or in the valid temporary approval certificate or in the final approval certificate for the implementation of the aforementioned building method, shall detract from the requirements of any law and that the structures or buildings that will be constructed according to the aforementioned building method must comply with all requirements stipulated in all applicable laws, regulations, statutes, standards and specifications that are in force in the State of Israel.
25. It is clear to us that we are forbidden to advertise, quote, distribute, duplicate or transfer to others any preliminary assessment report or final assessment report on the aforementioned building method and/or any temporary approval certificate or final approval for its implementation, unless they are presented in their entirety, including all appendices.

26. It is clear to us and we agree that the BSEU shall be permitted to respond to any inquiry as to whether the building method is in the process of being evaluated, and that the BSEU may publicize this information in any way it deems appropriate, such as on a suitable website, including up-to-date information regarding the evaluation status of said building method.
27. We are aware and agree that if, the aforementioned building method is disqualified during the sample follow-up on the actual implementation of this building method or upon its completion, the BSEU shall be permitted, after giving the applicant/petitioner advance notice, to provide information regarding the disqualification, to the Ministry of the Interior, the Ministry of Construction and Housing, engineers of the local and regional planning and construction committees in Israel, as well as various governmental and professional entities associated with the construction sector in Israel. Information regarding the disqualification of the aforementioned building method may also be publicized in any other way the BSEU deems appropriate, including via the internet. We therefore give this our prior consent, and undertake to refrain from any objection in this matter. Furthermore, we undertake to refrain from filing any claims in this matter, as specified in above Sections 17 and 19.
28. It is clear to us and we agree that if any changes are made in the aforementioned building method during the sample follow-up on the actual implementation of the said building method and/or during the validity period of the "temporary approval certificate" or "renewed temporary approval certificate" or "final approval certificate" for its implementation, without us having submitted a request for approval by the BSEU at the NIBR and without receiving your authorization to make such changes, this will lead to immediate cancellation of the "temporary approval certificate" or "renewed temporary approval certificate" or "final approval certificate" for implementation of the aforementioned building method. In addition, we undertake to refrain from filing any claims pertaining to any of the above issues against any staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute

and/or their employees or anyone acting on their behalf, as specified in above Section 19.

29. We are aware and agree that if the aforementioned building method is disqualified during or upon completion of the sample follow-up on its actual implementation, the evaluation process of the aforementioned building method will be terminated, and the process may be restarted upon ordering a renewed preliminary evaluation, and all that it entails, only after fundamental and substantial changes are made in the proposed building method and its details, so as to provide a full solution for all of the substantial problems inherent in the aforementioned building method that led to its disqualification.
30. In addition, we undertake that if the aforementioned building method is disqualified after execution of project/s in which it is implemented is completed, we will urgently take all necessary actions to correct the shortcomings that led to the disqualification of the aforementioned building method, as per your instructions, should such be given, and/or instructions issued by other qualified entities, such as the planning and building committees that gave building permits for the aforementioned project/s. In addition, we undertake to take all ensuing actions and to bear all ensuing costs, both direct and indirect, without making any claims regarding any of the aforementioned issues against any staff member and/or researcher and/or the Technion and/or the Technion's Institute of Research and Development Ltd. and/or the Building Systems Evaluation Unit at the National Building Research Institute and/or their employees or anyone acting on their behalf, as specified in above Section 19.
31. We are aware and we agree that towards the end of the follow-up period, you will inform us in writing as to whether we will be eligible, upon completion of the follow-up period, to receive a "final assessment report" and "final approval certificate", thus completing the evaluation process of the aforementioned building method, or whether we will be eligible for a "renewed assessment report" and "renewed temporary approval certificate" for the implementation of the said

building method, which require an additional round of sample follow-up, which will we be obligated to order in a timely manner, before the end of the validity period of the valid "temporary approval certificate" for its implementation.

32. We are aware and we agree that the preparation of a "renewed assessment report" or "final assessment report" upon completion of any follow-up round is contingent upon us fulfilling all requirements and conditioned specified in the "preliminary assessment report" and/or in the "temporary approval certificate" for the implementation of the aforementioned building method, which you will prepare after the successful completion of the aforementioned in-depth evaluation, and/or additional requirements and conditions that you will set based on results of your sample follow-up on the actual implementation of the aforementioned building method, as well as on our execution of all payments for the execution of the sample follow-up on the actual implementation of the said building method, as specified in above Section 23.
33. We are aware and we agree that should the aforementioned building method be found eligible to receive a "renewed assessment report" and "renewed temporary approval certificate" on condition that an additional round of sample follow-up be conducted on its implementation, the issuing of the "renewed assessment report" and "renewed temporary approval certificate" for an additional period of 3 years will be contingent upon ordering a continued sample follow-up on the actual implementation of the aforementioned building method, which we must submit to the BSEU along with appropriate advance payment for such follow-up, prior to the expiration of the validity of the "temporary approval certificate" for the implementation of the aforementioned building method, all as specified in a letter you will send us, as specified in above Section 30.

Signed,

Authorized signatory & company stamp: _____

Full name of signatory: _____

Name of company (petitioner/applicant): _____

Address: _____
Telephone: _____
Fax: _____
Email: _____

Confirmation

I the undersigned, _____, Adv., License No. _____ of
_____ St. in _____ confirm that the above signature
on behalf of _____ Ltd., private/public company
No. _____ (hereinafter: "the Company") has been given legally, and
that it is binding on the Company for all intents and purposes.

(Full name, signature, license no. and address of attorney)

