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Short Form of Contract
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<p>FIDIC Interpretation Neither arbitrator nor the court in the Contract shall be bound by the interpretation of the Contract given by FIDIC. The arbitrator or the court shall be bound by the interpretation of the Contract given by the arbitrator or the court.</p> <p>Design by Contractor The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all design documents required by him. Within 14 days of receipt the Employer shall notify any comments on the design submitted is not in accordance with the Contract, shall report it to the Employer. If the Contractor does not construct any element of the permanent work designed by him within 14 days after the design has been approved by the Employer.</p>	<p>FIDIC Interpretation The design owner of the contract is the Employer. The Employer is responsible and liable for the design. FIDIC is not responsible and liable for the design. FIDIC is not responsible and liable for the design. FIDIC is not responsible and liable for the design. FIDIC is not responsible and liable for the design.</p> <p>Design by Contractor The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all design documents required by him. Within 14 days of receipt the Employer shall notify any comments on the design submitted is not in accordance with the Contract, shall report it to the Employer. If the Contractor does not construct any element of the permanent work designed by him within 14 days after the design has been approved by the Employer.</p>
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2.3 Employer's Instructions
 The Contractor shall comply with all instructions given by the Employer in respect of the Works including the supervision of or part of the Works.

2.4 Approvals
 No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

3 Employer's Representatives

3.1 Authorized Person
 One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.

3.2 Employer's Representative
 The Employer may also appoint a firm or individual to carry out certain duties. The appointment may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of the Employer's representative.

4 The Contractor

4.1 General Obligations
 The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on site shall be deemed to be the property of the Employer.

4.2 Contractor's Representative
 The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting
 The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security
 If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security in a form and from a third party approved by the Employer.

5 Design by Contractor

5.1 Contractor's Design
 The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all design documents required by him. Within 14 days of receipt the Employer shall notify any comments on the design submitted is not in accordance with the Contract, shall report it to the Employer. If the Contractor does not construct any element of the permanent work designed by him within 14 days after the design has been approved by the Employer.

BYTE Interview

eign alphabets for international correspondence, mathematical symbols, and other special characters. So there were some trade-offs. We didn't want to just keep jamming two of every key on the keyboard, so we decided what the priorities were and ended up being fairly close to the industry standard. We have one Apple key, one Enter key, and two Option keys.

BYTE: The user-interface design seems to have been difficult.

Tesler: That was the hard thing that affected the most people. A lot of software and hardware engineering issues were very difficult, but they affected only a few people. Interface issues affected half the division because Training, Publications, Marketing, and the software person implementing the application all had an opinion. People like us who were over-viewing all the applications had opinions, in-between managers had opinions, kibitzers on the side had opinions, too. Not everybody can

talk about what gate to use in some circuit or what routine to use in some program, but everybody can talk about the user interface. So we had to accommodate all of these things. And it turned out that good ideas and good criticisms came from everywhere. We had to come up with some objective way to decide. That's why we established the methodology which involved user testing. We had a procedure for proposing changes, reviewing the changes, narrowing it down to a few choices, with certain criteria like consistency and parsimony. And then we actually implemented two or three of the various ways and tested them on users, and that's how we made the decisions. Sometimes we found that everybody was wrong. We had a couple of real beauties where the users couldn't use any of the versions that were given to them and they would immediately say, "Why don't you just do it this way?" and that was obviously the

way to do it. So sometimes we got the ideas from our user tests, and as soon as we heard the idea we all thought, "Why didn't we think of that?" Then we did it that way.

BYTE: Bruce, could you say something about the software architecture?

Daniels: There's an operating system underneath that we built ourselves because we felt that the ones that were out there didn't quite meet our needs.

BYTE: What does yours do that others don't?

Daniels: It's not just what it does, but what it doesn't do. Some other operating systems are basically timesharing systems like Unix that have a lot of features that we don't need, and why take up extra space for that? We wanted a system that the user didn't have to be experienced to understand, and it had to be very reliable. It had to maintain the user's data and keep it there. It also had to

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