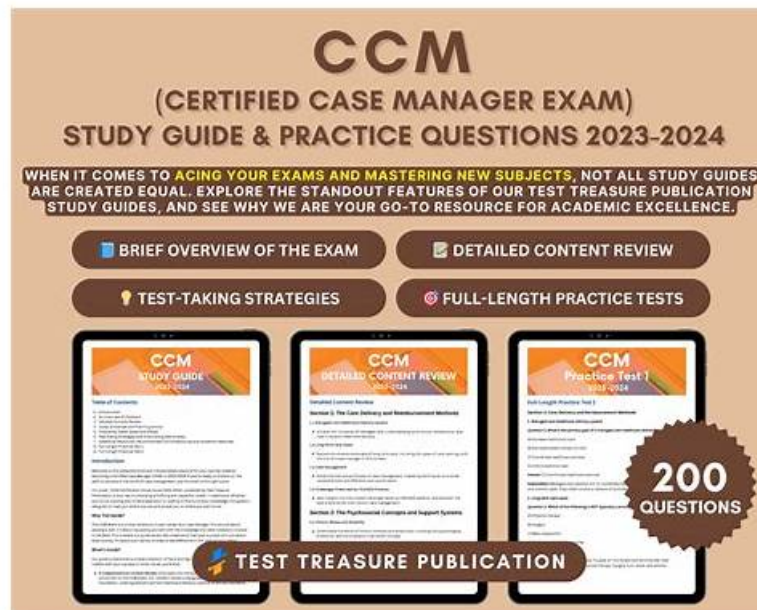


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q116-Q121):

NEW QUESTION # 116

Which one of the following documents constitutes a contract and is considered binding on both parties, when the Employer wants to award the Contract to the tenderer?

- A. Memorandum of understanding
- B. Letter of Intent
- C. Letter of Acceptance
- D. Letter of Intent & Memorandum of understanding

Answer: C

NEW QUESTION # 117

Which two of the following statements are correct, regarding the Programme under FIDIC Red, Yellow and Silver Books (edition 2017)?

Choose all of the correct answers (multiple possibilities).

- A. The Contractor is required to proceed in accordance with the Programme and the Employer ' s Personnel shall be entitled to rely upon the Programme in planning their activities.
- B. The Programme is a contract document, and thus, considered binding on the Parties.
- C. The Engineer/Employer is not required to review the Programme, and also not required to inform the Contractor if the Programme does not comply with the Contract.
- D. Nothing in any Programme will relieve the Contractor from any obligations to give contractual notice under the Conditions of Contract.

Answer: A,D

Explanation:

Option A is correct: The Contractor must proceed according to the approved Programme, and the Employer's personnel rely on the Programme for coordinating their activities.

Option B is correct: Submission and approval of the Programme do not relieve the Contractor of the obligation to give timely notices for delays or other events as required under the contract (e.g., notices under Sub-Clause 8.4).

Option C is incorrect because the Programme is not strictly a contract document binding parties in the legal sense; it is a working tool to manage and monitor progress.

Option D is incorrect; the Engineer/Employer must review the Programme and notify the Contractor if it does not comply, per contract clauses.

References:

FIDIC Red, Yellow, and Silver Books 2017, Sub-Clause 8.3 and 8.4 - Programme and Notices FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 118

(Upon review of the revised programme, submitted by the Contractor, if the Engineer (under FIDIC Red or Yellow Books) or Employer (under FIDIC Silver Book) does not give a Notice of Non-Compliance within 14 days after receiving a revised programme, then... [complete the sentence, thereby considering FIDIC Red, Yellow, and Silver Books (edition 2017)]. (1 correct answer applies))

- A. The Engineer is deemed to have no objection to use the revised Programme for the Works.
- B. The Engineer shall be deemed to have given a Consent and the revised programme shall be the Programme.
- C. The Contractor cannot proceed in accordance with the Programme.
- D. The Contractor shall submit a Notice to the Engineer or the Employer reminding him to give its approval on the revised programme.

Answer: B

Explanation:

Under FIDIC 2017, Sub-Clause 8.3 [Programme] introduces a clearer and more structured mechanism for the review and acceptance of the Contractor's Programme. When the Contractor submits a revised programme, the Engineer (or Employer in the Silver Book) has a defined period-typically 14 days-to review it and issue a Notice of Non-Compliance if the programme does not meet contractual requirements.

If no such notice is issued within this timeframe, the contract provides a "deemed acceptance" (deemed consent) mechanism. This means that the Engineer is considered to have accepted the revised programme, and it becomes the operative Programme for the Works.

Option B correctly reflects this concept. It ensures continuity of project execution and prevents administrative delays caused by inaction. This is aligned with FIDIC 2017's emphasis on efficiency, proactive management, and avoidance of bottlenecks.

Option D is incorrect because "no objection" is weaker than "deemed consent." FIDIC explicitly uses the concept of consent, not merely absence of objection. Options A and C contradict the contract's intent of maintaining workflow.

Thus, the clause ensures that lack of response does not hinder progress, reinforcing disciplined contract administration.

NEW QUESTION # 119

(What is the maximum period for the Engineer to issue the Notice of Commencement Date?)

- A. 84 days
- **B. 42 days**
- C. 21 days
- D. 14 days

Answer: B

Explanation:

Under FIDIC 1999 and 2017 editions (e.g., Sub-Clause 8.1 [Commencement of Works]), the Engineer is required to give the Contractor not less than 7 days' notice of the Commencement Date. However, the contract also establishes an upper limit for when the Commencement Date must be determined.

The Commencement Date must be within 42 days after the Contractor receives the Letter of Acceptance (1999) or after the Contract Agreement (2017, depending on drafting). This effectively creates the maximum timeframe within which the Engineer must issue the Notice of Commencement.

This provision ensures that the project begins within a reasonable and predictable period after contract formation, preventing undue delay by the Employer or Engineer. It also provides certainty for the Contractor in terms of mobilization, resource planning, and scheduling.

The 42-day limit reflects FIDIC's emphasis on timely project initiation and aligns with other time-bound obligations in Clause 8, which governs commencement, delays, and completion.

Options A (84 days), C (21 days), and D (14 days) are not consistent with FIDIC provisions and therefore are incorrect.

NEW QUESTION # 120

Under the FIDIC Red, Yellow, and Silver Books (both editions), the Employer has an obligation to give a detailed notice to the Contractor about intended changes that are material to its financial arrangements.

- **A. True**
- B. False

Answer: A

Explanation:

The Employer must provide detailed notice to the Contractor regarding intended changes material to financial arrangements, enabling transparency and allowing the Contractor to assess impacts and prepare claims or adjustments accordingly.

This obligation supports fair risk allocation and project control.

References:

FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions - Various clauses on Notices and Variations FIDIC Contract Manager Study Guide, Module on Communication and Financial Notices

NEW QUESTION # 121

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