

أسم المنافسة	الحفلات والهدايا والضيافة
تاريخ الطرح	م ٢٠٢٦/٠٣/٠٨
آخر يوم استقبال الاستفسارات	م ٢٠٢٦/٠٣/١٧
آخر يوم استقبال العروض	م ٢٠٢٦/٠٣/٢٩
التسليم	تسلم جميع العروض منفصلة عن طريق البوابة (سرب)

• الشركة السعودية لشراكات المياه:

تضمن قرار مجلس الوزراء رقم (٤٩٤) وتاريخ ٥/٨/١٤٣٨هـ، توسيع نطاق عمل الشركة – بصفتها مشترياً رئيساً للمياه – ليشمل شراء المياه المحلاة والمنقاة والمعالجة وغير المعالجة بالإضافة إلى الإنتاج المزدوج، وقيام معالي وزير المالية بتقديم الدعم الانتماني اللازم للشركة لدعم ملاءتها المالية لتمكينها من توقيع عقود الشراء طويلة المدى وذلك في إطار الأسس الواردة في قرار مجلس الوزراء رقم (١٨١) وتاريخ ٩/٦/١٤٢٥هـ، وفق الأحكام والشروط التي يحددها معالي وزير المالية، ونقل ملكية الشركة كاملة إلى الحكومة، مع الاتفاق على حوكمة الشركات والمشاريع المتعاقد عليها. وتملكت وزارة المالية الشركة بالكامل (١٠٠٪) ورأس مال الشركة بـ (١٠٠,٠٠٠,٠٠٠) مائة مليون ريال سعودي.

أغراض الشركة

طرح محطات ومشاريع تحلية المياه المالحة وتنقية المياه ومعالجة مياه الصرف الصحي والإنتاج المزدوج للقطاع الخاص.

طرح مشاريع خزانات المياه.

طرح مشاريع إنشاء السدود لغرض توفير مياه الشرب.

طرح خطوط النقل والشبكات لكافة أنواع المياه.

شراء وبيع المياه (المحلاة والمنقاة والمعالجة وغير المعالجة) والكهرباء وإبرام الاتفاقيات اللازمة لذلك.

شراء الوقود الذي تحتاجه لتحقيق أغراضها.

• تاريخ الشركة

سبق وأن صدر قرار المجلس الاقتصادي الأعلى رقم (٥/٢٣) وتاريخ ٢٣/٣/١٤٢٣هـ، الذي تضمن تأسيس الشركة كشركة ذات مسئولية محدودة في عام ٢٠٠٣ م، بين المؤسسة العامة لتحلية المياه المالحة والشركة السعودية للكهرباء تمتلك كل منهما حصة (٥٠٪) في الشركة، حيث أن الغرض الأساسي من تأسيس الشركة شراء الماء والكهرباء من مشاريع القطاع الخاص (المطورين) وبيع المياه للمؤسسة العامة لتحلية المياه المالحة وبيع الكهرباء للشركة السعودية للكهرباء.

١- نبذة عن المشروع

١-١ تسعى الشركة السعودية لشراكات المياه ("الشركة السعودية لشراكات المياه") للحصول على خدمات إدارة الحفلات والهدايا والضيافة بما يضمن رفع الولاء للعاملين تجاه الشركة، ومشاركة الشركة للموظفين مناسباتهم المتنوعة كأحد قيمها واهتمامها بالعنصر البشري. حيث يبلغ عدد موظفي الشركة ١٣٠ موظف.

- ٢-١ يتضمن نطاق العمل توفير طلبات الشركة للحفلات السنوية والشهرية حسب جدول الفعاليات المرسل .
- ٣-١ يلتزم مقدم الخدمة بتقديم الترتيبات اللازمة والجدول المعد بما يشمل الخيارات المطروحة للفعالية.
- ٤-١ يتولى مقدم الخدمة الحصول على التراخيص النظامية المطلوبة من الجهات الحكومية ذات العلاقة فيما يخص اقامة الفعاليات.
- ٥-١ يجب أن يتضمن توفير الخدمات ما يأتي، على سبيل المثال لا الحصر:
- ١-٥-١ عدد مناسب من موظفي الإدارة والإشراف والتشغيل لضمان تقديم الخدمات حسب المواصفات.
- ٢-٥-١ مراجعة استراتيجية مستمرة لتحسين كفاءة الفعاليات.
- ٣-٥-١ يجب أن يعمل جميع مقدمي الخدمات من الباطن وفق آليات الأداء التي يتبناها مقدم الخدمات الرئيس. (تخضع لموافقة الشركة السعودية لشراكات المياه)
- ٤-٥-١ يجب على مقدم الخدمات ضمان توافر سبل التأمين الكافية لدى جميع مقدمي الخدمات من الباطن، وأنهم يلتزمون نظامياً ومهنيًا على مستوى جميع الأنشطة أثناء العمل داخل مرافق او خارج مقر الشركة.
- ٢- الغرض من نطاق العمل:
- ١-٢ يتمثل الهدف من نطاق العمل في تحديد نطاق الأداء والحد الأدنى لمستوى الأداء المطلوب لتنفيذ الخدمات. ويُعد نطاق العمل عنصرًا أساسيًا في كراسة الشروط والمواصفات، ويجب قراءتها بالتزامن مع الأجزاء والوثائق الأخرى ذات الصلة.
- ٢-٢ يتحمل مقدم الخدمات المسؤولية الكاملة عن تقديم جميع الخدمات سواءً من خلال الموظفين المعيّنين مباشرةً أو المكلفين من الباطن.
- ٣-٢ يحق للشركة السعودية لشراكات المياه تجزئة الاتفاقية على أكثر من مقدم خدمة.
- ٣- الأهداف والمهام التشغيلية المطلوبة من مقدم الخدمات:
- ١-٣ تقديم دعم على أعلى مستوى لأعمال الشركة السعودية لشراكات المياه.
- ٢-٣ التواصل والتنسيق مع الجهات الخارجية أو الأقسام الأخرى بالشركة السعودية لشراكات المياه للحصول على أي تراخيص أو رخص لاقامة المناسبات والفعاليات المطلوبة من الجهات الحكومية ذات الصلة.
- ٣-٣ ضمان تسيير الخدمات بفعالية وكفاءة من حيث التكلفة فيما يتعلق بالأنشطة والأعمال.
- ٤-٣ جمع التقارير والوثائق المختلفة، حسب متطلبات الشركة السعودية لشراكات المياه، بالصيغة الصحيحة، إلى جانب حضور اجتماعات الجهات والأقسام الداخلية للشركة.
- ٥-٣ وضع جدول مراجعة للتقييم الذاتي وإعداد التقارير.

٤- نطاق العمل التفصيلي

١-٤ الحفلات السنوية :

يجب على مقدم الخدمة تقديم وتوفير الاماكن المناسبة وبما يتوافق مع معايير الشركة.

- التأكد من صلاحية مقر الفعالية وانه متوائم مع متطلبات الشركة السعودية لشراكات المياه.
- التأكد من توفر قاعات مناسبة لاقامة الفعالية.
- التأكد من توفر المرافق الخدمية داخل مقر الفعالية كمصلى ومطعم واماكن الاستراحة.
- التأكد من توفر موافق امن للسيارات وتوفير خدمة ايقاف وصف السيارات.
- ان يكون موقع الفندق او الفعالية سهل الوصول اليه وضمن احد معالم المدينة.
- سهولة الوصول الى القاعات او اماكن اقامة الفعاليات بما لا يعيق وصول الضيوف الى القاعة.
- يتولى مقدم الخدمة مسؤولية إدارة عمليات الإشراف على الأعمال من جانب تقديم الفعالية الخارجية على سبيل المثال للحضر تجهيز:

- البانرواعمال الطباعة الورقية
- حجز المقاعد والترتيب واستقبال
- استقبال وتوديع الضيوف في حال الطلب

٢-٤ الاحتفالات الشهرية والرسمية:

يجب على مقدم الخدمة توفير وتقديم اماكن لحفلات الموظفين الشهرية والموسمية حسب جدول الفعاليات المرسل من الشركة السعودية لشراكات المياه "تشمل الفعاليات داخل الشركة او خارجها" حسب الطلب على ان تشمل ما يلي:

- تشمل القيام بالترتيب للاحتفالات الداخلية والتي تقام داخل الشركة
- تقديم مقترحات بالهدايا والتوزيعات لاعتمادها
- يتولى مقدم الخدمة مسؤولية إدارة عمليات الإشراف على الأعمال من جانب تقديم الفعالية الخارجية على سبيل المثال للحضر تجهيز:
- البانرواعمال الطباعة
- تشمل القيام بالترتيب وحجز القاعات الخارجية
- توفير طاقم عمل مهني لتقديم خدمات الضيافة داخل الشركة (رجالي ونسائي) في حال الطلب.

٣-٤ الهدايا (الموظفين):

يجب على مقدم الخدمة توفير وتقديم انواع الهدايا المذكورة ادناه على العاملين على ان تشمل الاتي:

- الالتزام بالكميات والمواصفات المنصوص عليها في مستوى الخدمة

- ان يتم ايصال الهدية الى الموظف او مكان اقامته
- ان يتم تضمين كرت الاهداء شعار الشركة وكتابة العبارات المناسبة
- توقيع الموظف بعد تسليم الهدية المستدفة
- تقديم مقترحات الهدايا الى الشركة لاختيار المناسبة والهدية المؤاتمة معها

٤-٤ تقديم الضيافة الحفلات الداخلية

تقوم الشركة باستضافة العديد من الاجتماعات الدورية والاعتيادية داخل المقر، ويتطلب ذلك توفير غداء عمل والضيافة وفق شروط وطلبات الشركة في حال الطلب.

مدة الاتفاقية:

- ثلاث سنوات (٣) قابلة للتجديد مدة مماثلة في حال موافقة الطرفين أو انتهاء مدة أو قيمة الاتفاقية

أهمها يسبق أولاً.

- اتفاقية مستوى الخدمات

الاحتفالات السنوية:

الاصناف	النوع	اتفاقية مستوى الخدمة	القيمة التقديرية
قاعة فندقية للاحتفالات الداخلية	فندق خمس نجوم قاعة منفصلة تتسع الى 130 شخص بوفيه مفتوح يشمل التجهيزات الصوتية يشمل تجهيز البانر وهدايا بسيطة للمناسبة	١٠ ايام	٣
تجهيز حفل غداء/ فطور لعدد ١٣٠ موظف	داخل الشركة	٥ ايام	٥
تجهيز ركن قهوة متخصصة	داخل الشركة	١٠ ايام	١
تجهيز ركن شاي متخصص	داخل الشركة	١٠ ايام	١

هدايا الموظفين:

تشمل توصيل الهدية الى الموظف.

الاصناف	النوع	اتفاقية مستوى الخدمة	الكمية التقديرية
تقديم وتجهيز هدية للموظف بمناسبة اجراء عملية جراحية	شوكولاتة فاخرة بلجيكي وزن كيلو باقة ورد طبيعي (حجم كبير)	٥ ايام	٥٠
تقديم وتجهيز هدية للموظف (مولود)	شوكولاتة فاخرة بلجيكي وزن كيلو باقة ورد طبيعي (حجم كبير)	٥ ايام	٥٠

تقديم الضيافة الحفلات الداخلية:

الاصناف	النوع	اتفاقية مستوى الخدمة	الكمية التقديرية
ميني فطائر	اجتماع داخل الشركة	٥ ايام	٦٠
شوكولاتة فاخرة	اجتماع للرئيس التنفيذي	٥ ايام	٢٠

الاحتفالات الموسمية والشهرية:

الفعالية	فترة التجهيز	الهدية المقترحة
اليوم العالمي للسرطان	يوم عمل	بروشور توعوي
يوم التأسيس	١٠ ايام عمل	حفلة خارجي مع توفير هدية
يوم المرأة العالمي	يوم عمل	هدية
يوم العلم السعودي	١٠ ايام عمل	توزيعات يوم العلم
ملتقى رمضان	١٠ ايام عمل	افطار - سحور حسب الطلب
يوم المياه العالمي	يوم عمل	بروشور توعوي
عيد الفطر	١٠ ايام عمل	فعالية خارجية/ داخلية
يوم التراث العالمي	يومين عمل	فعالية داخلية
يوم الشاي العالمي	٣ ايام عمل	فعالية داخلية

اليوم العالمي للتبرع بالدم	يومين عمل	فعالية داخلية
إفطار للموظفين اعتيادي	يومين عمل	فعالية داخلية
عيد الأضحى	١٠ ايام عمل	فعالية خارجية/ داخلية
اليوم العالمي للايس كريم	يومين عمل	فعالية داخلية
اليوم الوطني السعودي	١٠ ايام عمل	فعالية خارجية
يوم القهوة العالمي	يومين عمل	فعالية داخلية
اليوم العالمي لمرضى السكري	يومين عمل	بروشور توعوي
يوم الرجل العالمي	٥ ايام عمل	هدية
اليوم العالمي للغة العربية	يومين عمل	برشور توعوي

• آلية التسعير:

يجب على المورد تقديم عرضه المالي على أساس السعر الإفرادي لكل صنف (Unit Price Basis) ، وفق جدول الكميات المرفق.

ويتم احتساب القيمة الإجمالية بناءً على الكميات التقديرية مضروبة في السعر الإفرادي المعتمد.

لن يُقبل أي عرض يتضمن سعراً إجمالياً دون تفصيل إفرادي لكل بند.

الأصناف	النوع	الكمية التقديرية	السعر الافراضي

• معايير التقييم

المعيار	الوصف التفصيلي	الوزن (٪)
نوع الهدايا وجودتها	يجب أن تكون الهدايا جديدة، غير مستعملة، ذات جودة عالية. أن تكون الهدايا من علامات تجارية معروفة أو ذات جودة معتمدة المواد المستخدمة (جلد، معدن، خشب، بلاستيك، قماش...) يجب أن تكون متينة وآمنة.	١٠٪
تصميم الهدايا	تصميم أنيق واحترافي يعكس ذوق المؤسسة. إمكانية تخصيص الهدايا (مثل: شعار الشركة، اسم الموظف، مناسبة خاصة). التغليف يجب أن يكون جذاباً وذو جودة عالية.	١٠٪

٪١٠	يُفضل تقديم خيارات متنوعة (حسب الجنس، العمر، المناصب أو فئات الموظفين). تحديد نماذج للهدايا المقترحة من قبل المتقدم (صور، وصف، مواصفات)	تنوع الهدايا
٪١٠	تسليم الهدايا مغلقة بشكل فردي ومناسب. تحديد تاريخ التسليم النهائي وموقع التسليم. وجود بطاقة تعريفية أو رسالة شكر داخل كل هدية (اختياري حسب رغبة الجهة الطالبة).	التسليم والتغليف
٪١٠	أن تكون الهدايا غير مخالفة للأعراف، القوانين أو القيم الدينية والثقافية. خالية من المحتوى الدعائي لجهات خارجية.	التوافق مع القيم المؤسسية للشركة
٪٥	إمكانية استبدال أو تعويض الهدايا التالفة أو غير المطابقة خلال فترة محددة. وجود ضمان أو إثبات جودة (في حال الهدايا التقنية أو ذات قيمة عالية)	خدمة ما بعد التسليم
٪٥	يجب على المورد تقديم عينة فعلية لكل نوع من الهدايا للموافقة قبل التوريد النهائي	العينات
٪٤٠		التقييم المالي

يتم تقييم العروض بناء على التقسيم التالي :

- ٪٦٠ تقييم فني

- ٪٤٠ تقييم مالي

• طريقة التقديم :

يجب تقديم العروض في ملفين مستقلين:

الملف الأول يحتوي على العرض الفني والخدمة المقدمة. (ترفق عن طريق البوابة)

الملف الثاني يحتوي على العرض المالي. (ترفق عن طريق البوابة)

• موعد ومتطلبات تسليم العروض:

- ١- يكون اخر موعد لإستلام العروض يوم الأحد الموافق ٢٩/٣/٢٠٢٦م. عن طريق البوابة الخاصة في الشركة، يتم تسليم ملفين منفصلين يدوياً (فني & مالي) – يكون تقديم العروض عن طريق البوابة الالكترونية بملفين منفصلين

٢- يجب تقديم جميع الوثائق الحكومية الخاصة بالشركة (صورة من السجل التجاري- صورة من شهادة الزكاة- صورة من شهادة الضريبة- صورة من اشتراك الغرفة التجارية- صورة من شهادة التأمينات الاجتماعية – صورة من شهادة السعودية- خطاب مصدق من الغرفة التجارية بالمفوض بتوقيع العقود- شهادة مزاوله مهنة- صورة من العنوان الوطني – شهادة تصنيف هيئة المحتوى المحلي-شهادة منشآت (في حال كانت الصغيرة و المتوسطة)- وأي شهادات او وثائق اخرى تطلبها الشركة)

• الفوترة والدفعات:

يتم الصرف بناءً على تعميم امر العمل.

• الغرامات:

يحق للشركة السعودية لشراكات المياه تطبيق الغرامات على النحو التالي:

. إذا تأخر المتعاقد (الذي رست عليه المنافسة) عن إتمام العمل وتسليمه كاملاً في المواعيد المحددة ولم تقم الشركة بإنهاء العقد فيلتزم الطرف الثاني بدفع تعويض عن المدة التي تأخر فيها عن إتمام أو إكمال العمل، وتحتسب الغرامة على النحو التالي:

- ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوماً الأولى (١-١٥ يوم).
- بنصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوماً التالية للمدة أعلاه (١٦-٣٠ يوم).
- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوماً (بعد ٣٠ يوم).
- لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠٪ من قيمة العقد.

• إنهاء العقد:

- يحق لشركة السعودية لشراكات المياه في حال فوز المتعاقدين إنهاء العقد من تلقى نفسه.
- يستطيع الطرف الأول بمفرده إنهاء هذا العقد في أي وقت وذلك بإشعار الطرف الثاني خطياً، موضحاً بإشعاره تاريخ إنهاء العقد من دون تحمل الطرف الأول أي مسؤولية أو تعويض أو نفقات للطرف الثاني، ويتم دفع قيمة الاعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء.

• المحتوى المحلي:

يجب على المتقدم الامتثال لكافة المتطلبات والاشتراطات الواردة في ضوابط إعطاء الأفضلية للمحتوى المحلي والقواعد الاسترشادية لطرح أعمال ومشتريات الشركات المملوكة للدولة الصادرة بقرار مجلس الوزراء رقم (٦٥٨) وتاريخ ١٤٤٣/١١/٢٢ هـ، ويلتزم المتعاقد مع الشركة لتنفيذ الأعمال والمشتريات بتطبيق أحكام هذه الضوابط. كما تطبيق معيار تفضيل المنشآت الصغيرة والمتوسطة ومعيار التفضيل سعري للمنشآت الصغيرة والمتوسطة. كما يلتزم المتقدم الامتثال

الى القائمة الالزامية للمحتوى المحلي لهذا المشروع. كما يجب الالتزام بالقائمة الإلزامية الصادرة من هيئة المحتوى المحلي بشأن الأصناف والطلبات الصادرة من هيئة المحتوى المحلي. يلتزم المورد بالامتثال لمتطلبات هيئة المحتوى المحلي والمشتريات الحكومية، مع الإفصاح عن بلد المنشأ ونسبة المحتوى المحلي لكل صنف. وتُمنح الأفضلية للمنتجات الوطنية المطابقة للمواصفات وفق الأنظمة المعتمدة

• **التواصل والاستفسارات:**

في حال وجود أي استفسارات يرجى التواصل مع إدارة المشتريات بالشركة السعودية لشراكات المياه على البريد الإلكتروني (procurement@swpc.sa)

”نموذج الاتفاقية“

<p>Agreement number: *****</p>	<p>رقم العقد: *****</p>
<p>Agreement *****</p> <p>This Agreement is made and entered into on the **/**/2024G, in Riyadh, Saudi Arabia between the following parties:</p>	<p>عقد *****</p> <p>تم الاتفاق على هذا الاتفاقية بتاريخ **/**/٢٠٢٤ م ، في مدينة الرياض، المملكة العربية السعودية بين الأطراف التالية:</p>
<p>First party: Saudi Water Partnership Company S.M.L.L.C</p> <p>A Single Member limited liability company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number (1010189400), whose Article of Association Amendment is registered with Notary Public in No. (41972904) dated 04/05/1441H, and having its principal office: Short Address No. (RGRB7586), Building No. (7586), King Fahad Road secondary No. (4119), Al Rahmанийah, Post code (12341), Unit No.(18), Moon Tower, Riyadh, Kingdom of Saudi Arabia, Telephone/ 00966112808918, and whose represented by: CEO, Mr. Khalid AL Qureshi. Hereinafter referred to as the “First Party” or the “Company”, or “SWPC”.</p> <p>And</p> <p>Second party: *****</p> <p>A ***** company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number. (*****) dated **/**/1434 AH, and its main office address is at: Short Address No. (*****), Building No. (***), Al *****Road secondary No. (*****), Al ***** Dist, Post code (****), Riyadh, Kingdom of Saudi Arabia, Telephone/ *****represented by: Mr. ***** as authorized, hereinafter referred to as the “Second Party”, “Contractor” or “Service provider”.</p> <p>The First Party and Second Party are collectively referred to as the “Parties”.</p>	<p>الطرف الأول: الشركة السعودية لشراكات المياه ش.و.ذ.م.م</p> <p>وهي شركة شخص واحد ذات مسؤولية محدودة منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (١٠١٠١٨٩٤٠٠). والمثبت تعديل عقد تأسيسها لدى كاتب العدل بالرقم (٤١٩٧٢٩٠٤) وتاريخ ٠٤/٠٥/١٤٤١هـ، وعنوان مكتبها الرئيسي: العنوان المختصر (RGRB7586)، مبنى رقم (٧٥٨٦)، طريق الملك فهد ، الرقم الفرعي (٤١١٩)، حي الرحمانية، الرمز البريدي (١٢٣٤١)، وحدة رقم (١٨)، الرياض، برج القمر، الرياض، المملكة العربية السعودية، هاتف رقم/ ٠٠٩٦٦١١٢٨٠٨٩١٨، ويمثلها: الرئيس التنفيذي السيد خالد القرشي، ويُشار إليها فيما يلي بـ “الطرف الأول” أو “الشركة”.</p> <p>و</p> <p>الطرف الثاني: *****</p> <p>وهي شركة **** منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (*****) وعنوان مكتبها الرئيسي: العنوان المختصر (***)، مبنى رقم (**)، طريق *****، الرقم الفرعي (*****)، حي **** الرمز البريدي (**)، الرياض، المملكة العربية السعودية، هاتف رقم/ *****، ويمثلها: السيد *****، بصفته مفوض ، ويشار إليها فيما بعد بـ “الطرف الثاني” أو “المتعاقد” أو “مقدم الخدمة”.</p> <p>كما يشار إلى الطرف الأول والطرف الثاني مجتمعين بـ “الأطراف” أو “الطرفين” أو “الطرفان”.</p>

<p>Preamble :</p> <p>whereas the second party has the experience, knowledge, and background in ******, and whereas the first party expressed his desire to benefit from those services and occasions for the first party, the Parties have agreed to the following:</p>	<p>التمهيد:</p> <p>حيث أن الطرف الثاني لديه الخبرة والمعرفة والخلفية بتقديم ****** ، وحيث أبدى الطرف الأول رغبته في الاستفادة من تلك الخدمات ، وعليه تم الاتفاق بالرضى والقبول المتبادل بين الطرفين وهما بكامل الأهلية المعتبرة شرعاً ونظماً على ما يلي:</p>
<p>Article 1: Introduction Inclusion</p> <p>The above preamble shall be deemed as an integral part hereof.</p>	<p>المادة الأولى: شمولية المقدمة</p> <p>تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد.</p>
<p>Article 2: Scope of Work</p> <p>The scope of work is according to what was stated in the submitted offer from the second party on **/**/2024, and the offering from the second party on **/**/2024,</p>	<p>المادة الثانية: نطاق العمل</p> <p>يعتبر نطاق العمل وفقاً لما جاء في وثيقة طلب العروض بتاريخ **/**/2024 م، والعرض المقدم من الطرف الثاني بتاريخ **/**/2024 م.</p>
<p>Article 3: Location of Work</p> <p>Riyadh, or any city in the Kingdom of Saudi Arabia or outside according to the business need.</p>	<p>المادة الثالثة: موقع العمل</p> <p>في مدينة الرياض وأي مدينة أخرى بالمملكة العربية السعودية أو خارجها حسب حاجة العمل.</p>
<p>Article 4: Agreement Price</p> <p>The Price of the Option Agreement is (******) ******, inclusive of all fees, expenses, VAT Any other taxes payable by the Second Party to implement this Agreement.</p> <p>1- The prices in this agreement will be as stated in the table provided by the second party, as follows:</p> <p>2- The prices in paragraph (1) will remain fixed and cannot be changed during the agreement period.</p> <p>3- These prices include all costs, fees, and taxes that the second party must pay to implement the agreement.</p>	<p>المادة الرابعة: مبلغ الاتفاقية</p> <p>١- تكون أسعار هذه الاتفاقية وفق المبالغ الواردة في الجدول المقدم من الطرف الثاني، حسب الجدول التالي:</p> <p>٢- الأسعار الواردة في الفقرة (١) من ذات المادة ستبقى ثابتة، ولا يجوز تعديلها طوال مدة الاتفاقية.</p> <p>٣- الأسعار الواردة في الفقرة (١) من ذات المادة تشمل جميع التكاليف والرسوم والتكاليف والضرائب المستحقة نظاماً على الطرف الثاني من أجل تنفيذ هذه الاتفاقية .</p>
<p>Article 5: Payment Terms</p> <p>1- The first party shall make the payments after deductions, if any, after accomplishing each milestone based on invoice issued by the second party payable within (45) forty-five days from date of receipt of invoice and the approval of First party.</p> <p>2- Payment Agreement instalment At the beginning of every 3 months</p>	<p>المادة الخامسة: شروط السداد</p> <p>١- يتم سداد الفواتير بعد الخصومات إن وجدت من قبل الطرف الأول بعد اكمال وتقديم كل دراسة او مخرج من الاتفاقية من قبل الطرف الثاني وبعد ارسال الفاتورة للاعتماد والدفع خلال (٤٥) خمسة واربعون يوماً وشريطة موافقة الطرف الأول عليها .</p> <p>٢- يتم تسديد مبلغ الاتفاقية على دفعات في بداية كل ٣ أشهر.</p>

<p>3- An annual purchase order is issued until the specified period ends.</p> <p>3- The payment to the PROVIDER to be through: Bank***** Account No***** IBAN: *****</p>	<p>٣- يتم اصدار أمر شراء سنويا حتى انتهاء المدة المحددة</p> <p>٤- يتم تدديد مبلغ الاتفاقية للطرف الثاني عبر التحويل البنكي إلى: اسم البنك:***** رقم الحساب:***** رقم الآيبان:*****SA</p>
<p>Article 6: Agreement Period and Termination</p> <p>1- The Agreement period (**) weeks from **/**/2024, TO **/**/2024. which the Second Party shall complete his scope of work.</p> <p>2- The First Party alone, may at any time terminate this Agreement by giving written termination notice to the Second Party specifying the effective date of termination. And without the First party having any liability, compensation or fees to the Second party except that the Second Party shall be paid for services rendered up to the date of termination.</p>	<p>المادة السادسة: مدة الاتفاقية والانهاء</p> <p>١- مدة الاتفاقية هي (**) أسبوع تبدأ من تاريخ **/**/٢٠٢٤م وحتى تاريخ **/**/٢٠٢٤م، يتعين على الطرف الثاني إكمال نطاق العمل خلالها.</p> <p>٢- يستطيع الطرف الأول بمفرده إنهاء هذا الاتفاقية في أي وقت وذلك بإشعار الطرف الثاني خطياً، موضحاً بإشعاره تاريخ إنهاء الاتفاقية من دون تحمل الطرف الأول أي مسؤولية أو تعويض أو نفقات للطرف الثاني، ويتم دفع قيمة الاعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء.</p>
<p>Article 7: Agreement Documents</p> <p>This Agreement consists of provisions stated herein and, in addition, to the terms and conditions stated in the following documents, which shall be deemed integral parts of this Agreement:</p> <p>1- Second Party's Legal documents.</p> <p>2- The Company's General Terms and Conditions.</p> <p>3- REQUEST FOR PROPOSALS. Dated on **/**/2024</p> <p>4- Second Party Technical Proposal And Financial proposal dated on **/**/2024,</p> <p>In case of contradiction between the Agreement and the provisions of the Agreement documents, the Agreement then each document prevails upon the one that follows it in the order indicated in this article.</p>	<p>المادة السابعة: وثائق الاتفاقية</p> <p>بالإضافة إلى الأحكام الواردة في هذا العقد، يتألف هذا الاتفاقية من الأحكام والشروط الواردة في الوثائق التالية وتكون جزء لا يتجزأ من هذا العقد:</p> <p>١- المستندات النظامية للطرف الثاني.</p> <p>٢- الشروط والأحكام العامة للشركة.</p> <p>٣- وثيقة طلب العروض بتاريخ **/**/٢٠٢٤م.</p> <p>٤- عرض الطرف الثاني بتاريخ **/**/٢٠٢٤م.</p> <p>وفي حالة وجود تناقض بين الاتفاقية وأحكام وثائق العقد، فإن الاتفاقية تم كل وثيقة متقدمة تسود على الوثيقة التي تليها في الترتيب الوارد في هذه المادة.</p>
<p>Article 8: Sanctions</p> <p>1- If the Second Party is late for completing the work and delivering it in full on the specified dates and the company did not terminate the Agreement, the Second Party is obliged to pay compensation for the period in which the completion or completion of the work is delayed. The fine shall be calculated as follows:</p> <p>a. A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days).</p> <p>b. Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days).</p>	<p>المادة الثامنة: العقوبات</p> <p>١. إذا تأخر الطرف الثاني عن إتمام العمل وتسليمه كاملاً في المواعيد المحددة ولم تقم الشركة بإنهاء الاتفاقية فيلتزم الطرف الثاني بدفع تعويض عن المدة التي تأخر فيها عن إتمام أو إكمال العمل، وتحسب الغرامة على النحو التالي:</p> <p>أ- ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوماً الأولى (١-١٥ يوم).</p> <p>ب- نصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوماً التالية للمدة أعلاه (١٦-٣٠ يوم).</p> <p>ج- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوماً (بعد ٣٠ يوم).</p>

<p>c. Full daily average cost for each day of delay after 30 day (30 days).</p> <p>2- The sum of the fine shall not exceed 20% of the value of the Agreement.</p>	<p>٢. لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠٪ من قيمة العقد.</p>
<p>Article 9: Intellectual Property All documents prepared by the Second Party in the course of performing the work shall be the propriety right of the First Party.</p>	<p>المادة التاسعة: الملكية الفكرية تعتبر المستندات المعدة والمقدمة من الطرف الثاني حق ملكية فكرية للطرف الأول.</p>
<p>Article 10: Jurisdiction and Governing Law This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia and any dispute that may arise between the Parties and which cannot be settled amicably shall be referred to the competent authorities in Riyadh according to the laws and regulations in the Kingdom of Saudi Arabia.</p>	<p>المادة العاشرة: الاختصاص القضائي والقانون الواجب التطبيق يخضع هذا الاتفاقية طبقاً لأنظمة المملكة العربية السعودية وأي خلاف أو نزاع قد ينشأ بين الأطراف يتم تسويته بالطرق الودية ما أمكن، فإن تعذر ذلك يُصار إلى حله عن طريق جهات الاختصاص القضائية بمدينة الرياض حسب الأنظمة واللوائح المتبعة في المملكة العربية السعودية.</p>
<p>Article 11: Copies and Signatures The Parties have signed this bilingual Agreement on **/**/2024G, in Riyadh in duplicate original copies with each copy consisting of Arabic and corresponding English provisions; and in the event of any contradiction between the two languages the Arabic language shall prevail. Each of the Parties has received an original signed copy of this Agreement.</p>	<p>المادة الحادية عشر: النسخ والتوقيع حرر هذا الاتفاقية من نسختين أصليتين وباللغتين العربية والانجليزية وتم التوقيع عليهما من قبل الأطراف يوم **** الموافق **/**/٢٠٢٤م، في مدينة الرياض. وفي حال التعارض بين اللغتين فإن اللغة العربية هي التي يُعتد بها، وقد استلم كل طرف نسخة أصلية موقعة عن هذا الاتفاقية للعمل بموجبها.</p>
<p>First Party Name: Khaled AlQureshi Title: Chief Executive Officer Signature: Date: **/**/2024</p> <p>Second Party Name: ***** Title: authorized Signature: Date: **/**/2024</p>	<p>الطرف الأول الاسم: خالد القريشي صفته: الرئيس التنفيذي التوقيع: التاريخ: **/**/٢٠٢٤م</p> <p>الطرف الثاني الاسم: ***** صفته: مفوض التوقيع: التاريخ: **/**/٢٠٢٤م</p>



General Terms & Conditions

1. DEFINITIONS

- 1.1 “ADVISOR” means the professional entity, and/or any of its SUBCONTRACTORS, providing the services.
- 1.2 “ADVISOR REPRESENTATIVE” means a party of parties authorized by the ADVISOR to act on behalf of the ADVISOR with whom CLIENT may consult at all reasonable times and whose instructions, requests and decisions shall be binding on the ADVISOR as to all matters pertaining to the Agreement.
- 1.3 “AMENDMENT” means any written alteration to the Agreement signed by both parties.
- 1.4 “CHANGE” has the meaning set forth in Paragraph 14.1.
- 1.5 “CHANGE ORDER” has the meaning set forth in Paragraph 14.4.
- 1.6 “CLIENT” means Saudi Water Partnership Company S.M.L.L.C.
- 1.7 “CLIENT REPRESENTATIVE” means a party or parties authorized by the CLIENT to act on behalf of the CLIENT to coordinate the Agreement activities and may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on the ADVISOR as to all matters pertaining to the Agreement.
- 1.8 “Agreement” means this Closed Framework Agreement *and its these GENERAL TERMS AND CONDITIONS.
- 1.9 “FORCE MAJEURE” as used in the GENERAL TERMS AND CONDITIONS shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of such party or its subcontractors.
- 1.10 “GENERAL TERMS AND CONDITIONS” this document.

- 1.11 "KINGDOM" means the Kingdom of Saudi Arabia.
- 1.12 "PROPOSAL" means the proposal prepared by the ADVISOR to the CLIENT entitled for the Media coverage of events and occasions and incorporated by reference under the Agreement and its these GENERAL TERMS AND CONDITIONS..
- 1.13 "SERVICES" means all the work and services to be performed by the ADVISOR pursuant to this Agreement and its these GENERAL TERMS AND CONDITIONS..
- 1.14 "SERVICES SITE" means all locations at which the ADVISOR performs any portion of the SERVICES.
- 1.15 "SUBCONTRACT" means any subcontract entered into between the ADVISOR and any of its SUBCONTRACTORS.
- 1.16 **"CONFIDENTIAL INFORMATION"** means all information of the COMPANY (whether of a technical, legal, business or financial nature or otherwise) in whatever form, including:
- (a) any techniques, methods, programs, source code, object code, software, materials, photographs, documents or manuals of the COMPANY used in its business;
 - (b) any information relating to the shareholders, employees, affiliates, business affairs, accounts, procurement plans, prospects, research, management or finances of the COMPANY;
 - (c) any databases, specifications, drawings, records, reports, software, or any source of information obtained and paid for by the COMPANY;
 - (d) the terms and contents of this Agreement;
 - (e) all information and documents designated or marked as "confidential" or "proprietary" and disclosed by or on behalf of the COMPANY to the ADVISOR,
 - (f) any information regarding the Project or any other projects being considered, prepared or procured by the COMPANY; and
 - (g) any other documents, material, and information whether in writing or otherwise concerning the COMPANY to which the ADVISOR gains access, or of which the ADVISOR becomes aware of or learns whether before, during or after this Agreement with the COMPANY,
- but does not include information that:
- (h) is or becomes generally known to the public otherwise than through a breach of this Agreement or other obligation of confidentiality owed to the COMPANY or a third party;
 - (i) is obtained by the ADVISOR from a third party without breach by that third party of any obligation of confidence concerning that information;

2.0 GENERAL OBLIGATIONS OF ADVISOR

The ADVISOR shall, in accordance with and subject to the terms and conditions of the Agreement, these GENERAL TERMS AND CONDITIONS and in conformity with the PROPOSAL:

- 2.1 Perform the SERVICES described in the PROPOSAL in accordance with the specifications and standards set forth or referred therein.
- 2.2 Except as otherwise provided in the PROPOSAL, provide all of the labor and supervision required to perform the SERVICES.
- 2.3 Except as otherwise provided in the PROPOSAL, provide computer equipment, computer programs, technical aids, office supplies, materials, tools and equipment required to perform the SERVICES.
- 2.4 Obtain all permits, licenses and other governmental or other authorizations which must be obtained in the ADVISOR's name and which are necessary for the performance of the SERVICES.
- 2.5 Appoint one or more ADVISOR REPRESENTATIVE(s) for the duration of the AGREEMENT.
- 2.6 Provide catering, accommodation, and transportation for all the ADVISOR's personnel.
- 2.7 Perform all other obligations required by the terms and conditions of the AGREEMENT.

3.0 ADVISOR'S PERSONNEL

- 3.1 The ADVISOR warrants that it has sufficient competent and fully qualified personnel able and reasonably available to execute the SERVICES in the manner and within the time required by the AGREEMENT. As soon as reasonably possible after signature of the AGREEMENT, the ADVISOR shall submit to the CLIENT, for the CLIENT's approval, a list of curricula vitae of the key personnel selected to perform the SERVICES. The ADVISOR's personnel approved by the CLIENT shall not be removed, reassigned or replaced by the ADVISOR for any reason without the CLIENT's approval which shall not be unreasonably withheld.
- 3.2 In obtaining additional personnel to supplement its permanent staff in the performance of the in-KINGDOM portion of the SERVICES, the ADVISOR shall give priority to qualified KINGDOM Nationals.
- 3.3 The ADVISOR specifically acknowledges its responsibility to adhere to and abide by the KINGDOM's requirements with regards to the issuance of visas for its expatriate personnel. Non issuance of visas to the ADVISOR's expatriate personnel by the KINGDOM shall not relieve the ADVISOR of its obligation to perform the SERVICES. The ADVISOR's expatriate personnel shall obtain the required

passports, visas, and permits necessary to gain entrance into, and exit from, the KINGDOM.

- 3.4 The ADVISOR shall not during the course of the SERVICES, offer employment to any KINGDOM National who is at such time an employee of the CLIENT, without CLIENT's prior written consent.
- 3.5 When working in the KINGDOM, all of the ADVISOR's personnel shall have in their possession all required and properly validated licenses or certificates prescribed by the KINGDOM as being necessary for the performance of those aspects of the SERVICES to which they are assigned. The ADVISOR shall provide to the CLIENT upon the CLIENT's request copies of these licenses or certificates.
- 3.6 The ADVISOR or ADVISOR's personnel, shall pay all taxes, penalties, custom duties, fees, levies, assessments and charges required or levied by the Government of the KINGDOM and the government of any country, or any political subdivision thereof, arising out of or relating to the performance of the SERVICES without claim for reimbursement from the CLIENT.
- 3.7 While working in the CLIENT's offices, or on the designated site, the ADVISOR's personnel shall comply with all applicable work rules, health and safety rules and instructions issued by the CLIENT or the owner of the property for its own employees.
- 3.8 The ADVISOR agrees to defend, indemnify and hold the CLIENT harmless from any expense, loss, damage, fine or penalty incurred by, assessed against or demanded from the CLIENT as a result of ADVISOR's failure to fulfil the obligations set forth in this Paragraph 3.
- 3.9 All of the ADVISOR's and the SUBCONTRACTOR's personnel performing the SERVICES in the KINGDOM shall be physically fit and free from communicable diseases as defined by the Ministry of Health of the KINGDOM, the ADVISOR shall immediately inform the CLIENT REPRESENTATIVE upon discovery of any cases of communicable diseases among its personnel or the personnel of its SUBCONTRACTOR's and the action it has taken in accordance with the Ministry of Health reporting requirements.
- 3.10 The ADVISOR specifically acknowledges its responsibility to its personnel pursuant to the Labour Law of the KINGDOM and of its country.
- 3.11 Upon the CLIENT's written request based on objective reasons, the ADVISOR shall at its own expense, remove from employment in the SERVICES any ADVISOR personnel determined unsuitable by the CLIENT, acting reasonably, and promptly replace them with personnel acceptable to the CLIENT.
- 3.12 All the ADVISOR'S personnel shall be able to speak, read and write English and be able to read and interpret documents required for the performance of the SERVICES.

4.0 SERVICES REVIEW BY CLIENT

The CLIENT REPRESENTATIVE shall be entitled to be present at all locations where the ADVISOR is engaged in the performance of the SERVICES at any and all times to review and verify all aspects of their performance of the SERVICES.

5.0 ADVISOR SAFETY AND LOSS PREVENTION REQUIREMENTS

- 5.1 The ADVISOR shall, when performing the SERVICES in the KINGDOM, at all times comply with, and ensure that its employees and agents comply with established International Conventions of Safety and Loss Prevention rules and regulations. The ADVISOR shall take, or cause to be taken, any additional measures which the CLIENT REPRESENTATIVE may direct to protect against injury to, death of, any person, or damage to, or loss of, any property during the ADVISOR's performance of the SERVICES.
- 5.2 If the working environment so requires, the ADVISOR shall provide and enforce the use of necessary personnel protective and safety equipment.

6.0 GENERAL OBLIGATION OF CLIENT

In accordance with the AGREEMENT, the CLIENT shall:

- 6.1 Perform all of CLIENT's obligations in such time and manner as to facilitate the orderly execution of the SERVICES;
- 6.2 Obtain all permits, licenses, and other governmental authorizations which must be obtained in the CLIENT's name and which are necessary for the performance of the SERVICES; and
- 6.3 Appoint one or more CLIENT REPRESENTATIVE(s).

7.0 TITLE TO DOCUMENTATION

- 7.1 All relevant documents furnished to the ADVISOR are, and shall continue to be, the property of the CLIENT. Neither the ADVISOR nor any SUBCONTRACTOR shall reproduce or copy any such materials in whole or in part except as required to perform the SERVICES. All such material together with all copies of such documents, upon request from the CLIENT, shall promptly be returned to the CLIENT upon expiration or termination of the AGREEMENT.
- 7.2 All SERVICES developed by the ADVISOR under the AGREEMENT, whether completed or not, upon payment of the relevant payment milestone by the CLIENT, shall become the property of the CLIENT. Upon settling the payment of the relevant milestone, the CLIENT shall have the unlimited and unrestricted right to use and possess such for whatever purpose.

- 7.3 Neither the ADVISOR nor any of its SUBCONTRACTORS, their personnel or agents, shall divulge to anyone other than persons designated by the CLIENT any information supplied by the CLIENT during the course of the SERVICES so long as and to the extent that, the information does not become part of the public domain. The restriction on disclosure of information shall not apply to information furnished or made known to the ADVISOR by a third party without restriction as to its use or was within the ADVISOR's possession at the time of disclosure by the CLIENT.
- 7.4 The ADVISOR warrants that any SERVICES rendered by the ADVISOR for or under the AGREEMENT shall not infringe any valid copyright owned or controlled by any other party. As regards such, the ADVISOR shall indemnify and hold the CLIENT harmless from any claims, losses, expenses, or damages arising out of or incurred by reasons of any actual or alleged infringement of copyright.
- 7.5 **Confidentiality**
- 7.5.1 The ADVISOR covenants and undertakes:
- (a) to keep confidential all CONFIDENTIAL INFORMATION;
 - (b) not to disclose any CONFIDENTIAL INFORMATION to any person other than the ADVISOR's Personnel who need the information in the proper performance of the Services (subject always to the provisions of Clause 7.5.1(c), or as required by law, or otherwise with the prior written consent of the COMPANY;
 - (c) that where the ADVISOR discloses any CONFIDENTIAL INFORMATION to the ADVISOR's Personnel in accordance with Clause 7.5.1(b), the ADVISOR shall in advance of such disclosure first make any such ADVISOR's Personnel aware of the terms of this clause 7.5;
 - (d) not without the specific prior written consent of the COMPANY to disclose any CONFIDENTIAL INFORMATION to any person (including without limitation any bidder, potential bidder or other market participant) regarding the status of any project, tender or potential project or tender or any decision taken or possible decision to be taken by the COMPANY in connection with any project or tender, other than as expressly authorised by the COMPANY as part of the applicable formal tender process;
 - (e) establish and maintain effective security measures to protect the CONFIDENTIAL INFORMATION against unauthorised access, use, copying or disclosure;
 - (f) to immediately notify the COMPANY of any unauthorised access to, use or disclosure of the CONFIDENTIAL INFORMATION; and

(g) to comply with any direction from the COMPANY in relation to the protection of the CONFIDENTIAL INFORMATION.

- 7.5.2 On termination or expiry of this AGREEMENT, any right to access, use, copy or disclose the CONFIDENTIAL INFORMATION will cease immediately and the ADVISOR must promptly return to the COMPANY any or all copies of CONFIDENTIAL INFORMATION within its custody or control or give an undertaking that all such CONFIDENTIAL INFORMATION has been destroyed. The ADVISOR may retain one copy of the CONFIDENTIAL INFORMATION to meet its surviving obligations under this AGREEMENT and to fulfil its legal requirements, if any, to retain such information.
- 7.5.3 The ADVISOR must ensure that the ADVISOR's Personnel do not do, or omit to do, anything which, if done by the ADVISOR, would breach this clause 7.5. Notwithstanding anything to the contrary in this AGREEMENT, the ADVISOR is, and remains, liable for any breaches of confidentiality by the ADVISOR's Personnel.
- 7.5.4 The ADVISOR must not issue any information, publication, document or article for publication concerning the Services or the Project in any media without the prior written consent of the COMPANY.
- 7.5.5 This clause 7.5 shall remain in full force and effect notwithstanding any termination or expiry of this AGREEMENT.

8.0 WARRANTIES AND REMEDY OF DEFECTS

- 8.1 The ADVISOR warrants that it shall perform the SERVICES in a professional manner and in accordance with best international standards and practices and in accordance with the timeframe set out in this AGREEMENT. The ADVISOR shall promptly notify the CLIENT in writing if any instruction or revision to the SERVICES affects ADVISOR's ability to meet the warranties made herein.
- 8.2 If at any time prior to or within one (1) year after completion of the SERVICES it is discovered that the SERVICES or any part thereof was not performed by the ADVISOR in accordance with the obligations under this Paragraph 8.1 the ADVISOR shall perform remedial SERVICES at the CLIENT's direction and at the ADVISOR'S own expenses necessary to correct the deficiency of the SERVICES. Should the ADVISOR fail or refuse to perform such corrective SERVICES, the CLIENT, at its option, may perform itself, or through others, some or the entire corrective work and charge the cost thereof to the ADVISOR. Neither the CLIENT's failure to discover defective work, approval of such work or any portion thereof, nor payment to ADVISOR shall excuse ADVISOR from its obligations under this warranty.

9.0 RISKS DISTRIBUTION BETWEEN CLIENT AND ADVISOR

- 9.1 The ADVISOR shall be responsible for, and shall release and hold harmless the CLIENT and the personnel or agents of the CLIENT, from liability resulting from loss of, or damage to, the ADVISOR's or SUBCONTRACTOR's tools and equipment whether owned or rented and wherever located, which are used or intend for use in performing the SERVICES.
- 9.2 The ADVISOR shall compensate the CLIENT for loss of, or damage to, the CLIENT's or any third party's property, which results from the negligence or wilful misconduct of the ADVISOR or its SUBCONTRACTOR in the performance of the SERVICES.
- 9.3 The ADVISOR shall indemnify and hold harmless the CLIENT and its personnel or agents or any of them (hereafter individually and collectively referred to as "INDEMNIFIED PARTY") from claims, demands and causes of action asserted against the INDEMNIFIED PARTY by any person (including, without limitation, the ADVISOR's and the INDEMNIFIED PARTY's employees, the SUBCONTRACTOR's and employees of such SUBCONTRACTORS and any other third party) for personal injury or death and for loss of, or damage to, property to the extent resulting from the negligence or wilful misconduct hereunder of the ADVISOR, the SUBCONTRACTORS of the employees or agents of any of them.
- 9.4 The ADVISOR shall indemnify and hold harmless the CLIENT from any and all claims, losses, expenses and damages arising from, or related to, any criminal misappropriations or misapplication by any of the ADVISOR's personnel of any property, whether tangible or intangible, occurring during the course of, or in connection with, the performance of the SERVICES.
- 9.5 The ADVISOR, its agents and SUBCONTRACTOR's shall not be liable to CLIENT nor shall the CLIENT be liable to the ADVISOR, its agents and SUBCONTRACTORS, for any consequential damages, including but not limited to loss of profit or products whether such liability is based or claimed to be based upon any breach of either party's obligations under the AGREEMENT, or whether such liability is based, or claimed to be based, upon any negligent act or omission of a party, its personnel, agents, appointed representatives, or any of the SUBCONTRACTORS.
- 9.6 The maximum ADVISOR liability shall be equal to the total fee payable.

10.0 SUSPENSION OF SERVICES

- 10.1 The CLIENT may at any time suspend performance of the SERVICES, or any part thereof, by giving the ADVISOR (14) days' prior written notice specifying the SERVICES to be suspended and the effective date of such suspension. The ADVISOR shall cease all activities on suspended SERVICES on the effective date of suspension but shall continue to prosecute any unsuspended SERVICES. The

ADVISOR shall take all actions necessary to maintain and safeguard the suspended SERVICES. The CLIENT shall not be liable for loss of anticipated profits of for any damages or any other costs incurred with respect to suspended SERVICES during the period of suspension, but shall be entitled to issue an invoice for a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of suspension.

- 10.2 The CLIENT may, at any time, direct the ADVISOR to proceed with all or any part of the suspended SERVICES by giving (14) days' written notice to the ADVISOR specifying the part of SERVICES to be resumed and the effective date of the resumption. Suspended SERVICES shall be promptly resumed by the ADVISOR after receipt of such notice.
- 10.3 In the event that SWPC does not make prompt payment of any payment milestone (in accordance with the terms), the ADVISOR may serve notice on SWPC to remedy such payment default. If the relevant payment default has not been remedied within thirty (30) days, the ADVISOR shall have the right to suspend the performance of the WORKS.

11.0 TERMINATION AT THE CLIENT'S CONVENIENCE

- 11.1 The CLIENT may at any time, and at its sole discretion, terminate the AGREEMENT or any part of the SERVICES by giving (14) days' written notice to the ADVISOR specifying the SERVICES or portion thereof to be terminated and the effective date of termination.
- 11.2 The CLIENT may at any time, and at its sole discretion, direct the ADVISOR to terminate any SUBCONTRACT or any part of the SERVICES performed by any such SUBCONTRACTOR by giving (14) days' written notice to the ADVISOR specifying the SUBCONTRACTOR or the SUBCONTRACTOR'S SERVICES to be terminated and the effective date of termination.
- 11.2 Should the CLIENT terminate the AGREEMENT, any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT in accordance with either Paragraph 11.1 or Paragraph 11.2, the ADVISOR shall, or shall direct any SUBCONTRACTOR to, stop performance of the SERVICES involved on the effective date of termination.
- 11.3 The ADVISOR shall submit, or the ADVISOR shall procure that its SUBCONTRACTOR shall submit, to SWPC all supporting documents in evidence of the costs incurred in consequence of termination. Upon receipt and verification of the ADVISOR'S invoice and all supporting documents, the CLIENT shall, in full and final settlement of its obligations hereunder, pay the ADVISOR all amounts due and payable for the SERVICES performed up to the effective date of termination, including a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of termination.

12.0 TERMINATION BY CLIENT FOR CAUSE

- 12.1 Should the ADVISOR commit a material breach of the AGREEMENT or the GENERAL TERMS AND CONDITIONS, including, for sake of clarity, any material delay, the CLIENT may demand in writing full corrective action. If within thirty (30) days thereafter the ADVISOR fails to remedy the breach, the CLIENT may at any time during the continuance of the breach, and without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the AGREEMENT, direct the ADVISOR to terminate any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT by giving the ADVISOR notice to that effect. Should the ADVISOR commit an act of bankruptcy, or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, the CLIENT may without prejudice to the exercise of any other rights or remedies which may be available to it immediately terminate the Agreement or any portion of the SERVICES by giving the ADVISOR notice to that effect. Any termination pursuant to this Paragraph 12.1 shall be effective on the date specified in the CLIENT's notice.
- 12.2 On the day on which the notice of termination under Paragraph 12.1 above becomes effective, the ADVISOR shall, or the ADVISOR shall direct its SUBCONTRACTOR to, stop performance of the terminated SERVICES. The CLIENT shall then be entitled to complete the terminated SERVICES either itself or through others, and also retain all amounts which are due and owing to the ADVISOR under this AGREEMENT or any other agreement between the parties until the damages to the CLIENT resulting from ADVISOR's breach of AGREEMENT, including the CLIENT's reasonable and verifiable costs of completing the terminated SERVICES have been determined. If the cost to the CLIENT to complete the terminated SERVICES is greater than the compensation the CLIENT would have paid the ADVISOR for completing such SERVICES pursuant to the AGREEMENT, then the CLIENT shall deduct the difference from the retained amounts. If the difference exceeds the retained amounts, the ADVISOR shall pay the CLIENT that difference.
- 12.3 In case if the ADVISOR has attempted - by himself or through others, directly or indirectly - to bribe one of the company's or CLIENT representatives, or has obtained the AGREEMENT through bribery, fraud, or deception, or has practiced any of these during the implementation of the AGREEMENT, The CLIENT shall then be entitled to complete the terminated SERVICES either itself or through others, and also retain all amounts which are due and owing to the ADVISOR under this AGREEMENT or any other agreement between the parties until the damages to the CLIENT resulting from ADVISOR's breach of AGREEMENT, including the CLIENT's reasonable and verifiable costs of completing the terminated SERVICES have been determined. If the cost to the CLIENT to complete the terminated SERVICES is greater than the compensation the CLIENT would have paid the ADVISOR for completing such SERVICES pursuant to the AGREEMENT, then the CLIENT shall

deduct the difference from the retained amounts. If the difference exceeds the retained amounts, the ADVISOR shall pay the CLIENT that difference.

13.0 ADVISOR OBLIGATIONS UPON SUSPENSION OR TERMINATION

If the AGREEMENT or any portion of the SERVICES is suspended or terminated as provided in Paragraphs 10, 11, or 12 of these GENERAL TERMS AND CONDITIONS, and if the CLIENT so requests, the ADVISOR shall immediately make every reasonable effort to procure cancellation of some or all existing agreements or other obligations entered in to by the ADVISOR with its SUBCONTRACTORS, suppliers or others upon terms satisfactory to the CLIENT. Alternatively, the CLIENT may direct the ADVISOR to execute and deliver to the CLIENT all documents related thereto required by the CLIENT and take all steps necessary to fully vest in the CLIENT the rights and benefits of the ADVISOR under existing agreements or other obligations with its SUBCONTRACTORS, suppliers, and others. In addition, the ADVISOR shall make all reasonable efforts to protect the SERVICES already in progress, to protect materials, equipment and supplies in transit at the SERVICES SITE and to minimize all costs to the CLIENT and the ADVISOR resulting from such suspension or termination.

14.0 CHANGE ORDERS REQUESTED BY CLIENT

- 14.1 The CLIENT may at any time, by written notice to the ADVISOR, request an addition to or deletion from or other changes in the SERVICES (together with any necessary or requested amendments to the AGREEMENT with respect thereto) (hereinafter a "CHANGE" or "CHANGES"). The ADVISOR shall reasonably review and consider such requested CHANGE and shall make a written response thereto within fourteen (14) days after receiving such request. The CLIENT may also include the expected effect on ADVISOR's cost, schedule, warranty obligations and other provisions hereof resulting from the requested CHANGE (particularly in case of reduction).
- 14.2 If ADVISOR believes that giving effect to any CHANGE requested by CLIENT will increase or decrease its cost of performing the SERVICES, shorten or lengthen the time needed for completion of the SERVICES, require modification of its warranties in Paragraph 8 of these GENERAL TERMS AND CONDITIONS or require a modification of any other provisions of the AGREEMENT, its response to the CHANGE request shall set forth such change (including any amendments to the AGREEMENT) that the ADVISOR deems necessary as a result of the requested CHANGE and its justification thereof.
- 14.3 In the event that the ADVISOR fails to respond to the CLIENT's request for a CHANGE (as requested under Paragraph 14.1) or notify CLIENT of any changes as to cost, schedule, warranty obligations of other provisions hereof (as required under Paragraph 14.2) resulting from the requested CHANGE within fourteen (14) days after receiving the CLIENT's request for such CHANGE, the ADVISOR shall be deemed to have accepted the requested CHANGE (including such amendments to

the AGREEMENT, if any) as specified by the CLIENT (including such amendments to the AGREEMENT, if any, as specified therein) unconditionally and without additional consideration or other amendments hereto (except as specified by CLIENT in its request). In which event such requested CHANGE shall be deemed to be a CHANGE ORDER and the ADVISOR shall have waived any claims or offsets against the CLIENT as a result of the CHANGE ORDER.

- 14.4 If such changes as to cost, schedule, warranty obligation or other provisions hereof cannot be determined within the specified fourteen (14) day period, and the ADVISOR submits a notice to the CLIENT within such fourteen (14) Day period that the requested CHANGES will have an effect on costs, schedule, warranty obligations or other provisions hereof and provides the expected date (which shall be as soon as reasonably practicable) for its response with respect thereto, the requested CHANGE shall not become a CHANGE ORDER so long as the ADVISOR provides such information as to the effect on costs, schedule, and warranty obligations and other provisions hereof by the date specified by the ADVISOR.
- 14.5 If the ADVISOR accepts the CHANGES requested by the CLIENT (together with such amendments to the AGREEMENT, if any, specified therein), or if the Parties agree upon a modification of such requested CHANGES, the Parties shall set forth the agreed upon CHANGE in the SERVICES and agreed upon amendments to the AGREEMENT, if any, in a written CHANGE ORDER signed by both parties (a "CHANGE ORDER"). The SERVICES of the CHANGE ORDERS shall not be performed prior to the mutual agreement of both Parties.

15.0 CHANGE ORDERS REQUESTED BY ADVISOR

- 15.1 The ADVISOR may at any time, by written notice to the CLIENT, request a CHANGE in the SERVICES (together with any necessary or requested amendments to the AGREEMENT with respect thereto). The CLIENT shall reasonably review and consider such requested CHANGE and shall make a written response thereto within twenty-one (21) days after receiving such request.
- 15.2 If the ADVISOR believes that such requested CHANGE will increase or decrease its cost of performing the SERVICES, length or shorten the time needed for completion of the SERVICES, require modification of its warranties in Paragraph 8 of the GENERAL TERMS AND CONDITIONS or require a modification of any other provisions of the AGREEMENT, it shall notify the CLIENT of such in its request for CHANGE.
- 15.3 If the CLIENT accepts the CHANGES requested by the ADVISOR (together such amendments to the AGREEMENT, if any, as specified therein), or if the Parties agree upon a modification of such requested CHANGES the Parties shall set forth the agreed upon CHANGES in the SERVICES and agreed upon amendments to the AGREEMENT, if any, in a written CHANGE ORDER signed by both Parties.

16.0 CHANGE ORDER PRICING

- 16.1 The Parties agree to bargain reasonably and in good faith for the execution of a mutually acceptable lump sum CHANGE ORDER, where applicable.

17.0 SETTLEMENT OF CLAIMS AND DISPUTES

- 17.1 Should any dispute arise between the CLIENT and the ADVISOR, during the ADVISOR's performance of the SERVICES, the ADVISOR shall, unless the CLIENT directs otherwise, continue to perform the SERVICES and any additional SERVICES, which the CLIENT may direct the ADVISOR to perform.
- 17.2 It shall be the ADVISOR's responsibility to inform the CLIENT within fourteen (14) days following its occurrence or discovery, of any item or event, which the ADVISOR knows, may result in a request for additional compensation under the AGREEMENT. The Parties shall endeavour to satisfactorily resolve the matter and should it not be disposed of to the ADVISOR's satisfaction, the ADVISOR shall within fourteen (14) days deliver a written notice of claim to the CLIENT with a copy thereof being sent to:

The Chief Executive Officer
Saudi Water Partnership Company S.M.L.L.C
(7586) King Fahad Road
Al Rahmaniyah District
Post code (12341)
Secondary No. (4119)
Unit No. (18)
Moon Tower, Riyadh, Kingdom of Saudi Arabia
Telephone: +966-11-2808910
Telefax: +966-11-2808929

Failure to notify the CLIENT within the above specified period, or failure to supply the CLIENT with information sufficient to evaluate the ADVISOR's position, shall constitute a basis for rejecting any claim by the ADVISOR based on such item or event.

- 17.3 Should the ADVISOR and the CLIENT be unable to agree upon a settlement of any claim, the CLIENT will advise the ADVISOR in writing of its determination.
- 17.4 If the ADVISOR rejects the CLIENT's written determination in regard to any ADVISOR claim, the matter shall be referred to dispute resolution in accordance with the Agreement".

18.0 TAX CERTIFICATES

18.1 Advisor hereby agrees to present to CLIENT promptly after the commencement of WORK in the KINGDOM at the beginning of each Gregorian year, or applicable fiscal period thereafter, the appropriate temporary or final certificate from the Saudi Arabian Government Department of Zakat and Income Tax which confirms that all applicable Zakat and Advisor income tax obligations have been paid by Advisor throughout the previous year or period. Notwithstanding anything contained elsewhere in this Agreement to the contrary, Advisor agrees that any amount due under this Agreement shall be payable only after such certificates, however, Advisor shall continue to perform diligently and to fulfil all obligations under the Agreement. CLIENT shall also withhold payment of Advisor last invoice submitted during each Gregorian year or applicable fiscal period and of Advisor's final invoice under this Agreement until Advisor has presented to CLIENT final certificates from the Directorate of Zakat and Income Tax which confirm that all applicable Zakat and income tax obligations have been paid by Advisor through the previous year or period.

19.0 FORCE MAJEURE

- 19.1 If either party is unable, either wholly or in part, by reasons of a FORCE MAJEURE EVENT to perform its obligations under the AGREEMENT, it is agreed that performance of such obligations by such party insofar as they are affected by such FORCE MAJEURE EVENT, shall be excused from the occurrence of any such event until it is ended. The party claiming an inability to perform shall, immediately after the occurrence of the FORCE MAJEURE EVENT, notify the other party, in writing, of the nature, date of occurrence and expected duration of the FORCE MAJEURE EVENT and the extent to which it will prevent the party giving such notice from performing its obligations under the AGREEMENT. The party claiming inability to perform shall promptly mitigate the effect of such FORCE MAJEURE EVENT to the extent it may be mitigated through the exercise of reasonable diligence.
- 19.2 Should the SERVICES be delayed or stopped for more than thirty (30) consecutive days as a result of the FORCE MAJEURE EVENT, the CLIENT shall have the right to either suspend the SERVICES affected pursuant to Paragraph 10 of the GENERAL TERMS AND CONDITIONS or terminate the AGREEMENT or the portion of the SERVICES involved pursuant to Paragraph 11 of the GENERAL TERMS AND CONDITIONS. Except for certain costs incurred after the thirty (30) consecutive days as a result of termination of the SERVICES as specifically provided in Paragraph 11, neither party shall be liable to the other for costs incurred by the other as result of any delay of failure to perform arising out of the FORCE MAJEURE EVENT.
- 19.3 The ADVISOR shall have no obligations to the CLIENT nor shall the CLIENT have any obligation to the ADVISOR with respect to any damage to or loss of property caused by the perils of war (declared or undeclared), insurrection, riot, revolution, nuclear reaction or other similar perils.

20.0 SUBCONTRACTORS

- 20.1 The ADVISOR shall not, without the prior written consent of the CLIENT (which shall not be unreasonably withheld), subcontract or delegate any of the SERVICES to any parties, other than those listed as SUBCONTRACTORS to the ADVISOR as contained in the PROPOSAL.
- 20.2 Other than those SUBCONTRACTORS listed in the PROPOSAL, the ADVISOR shall procure the performance of any portion of the SERVICES by any additional SUBCONTRACTORS only after the ADVISOR has received written authorization from the CLIENT to subcontract that portion of the SERVICES. If not already included within the PROPOSAL, the ADVISOR shall promptly submit to the CLIENT REPRESENTATIVE, for the CLIENT's approval, the ADVISOR's subcontracting plan. This subcontracting plan shall specifically identify those portions of the SERVICES which ADVISOR proposes to subcontract. In procuring such SUBCONTRACTORS, the ADVISOR shall only select such SUBCONTRACTORS who are fully qualified to perform said portion of the SERVICES.
- 20.2 After receiving CLIENT's written authorization that a portion of the SERVICES may be subcontracted, the ADVISOR shall, before procuring any SUBCONTRACT, submit a notification to CLIENT containing the following information:
- 20.2.1. If the proposed SUBCONTRACTOR is a sole proprietorship or partnership, the name(s) and addresses) of the proprietor or all members of the partnership, as the case may be;
- 20.2.2. If the proposed SUBCONTRACTOR is a company, the place of its incorporation or formation and its corporate headquarters;
- 20.2.3. The name and address of the proposed SUBCONTRACTOR's principal bank; and
- 20.2.4. Evidence acceptable to the CLIENT of the proposed SUBCONTRACTOR's qualification to perform the SERVICES to be subcontracted.
- 20.3 The CLIENT shall, in timely manner:
- 20.3.1 review the information; and
- 20.3.2 provided that the proposed SUBCONTRACTOR is, in the CLIENT's opinion, both professionally competent and financially able to perform the SERVICES to be subcontracted,
- advise the ADVISOR in writing of non-objection to the proposed SUBCONTRACTOR.
- 20.4 If the CLIENT objects to the proposed SUBCONTRACTOR, the ADVISOR shall either itself accomplish the SERVICES which would have been performed by the proposed SUBCONTRACTOR or shall select another SUBCONTRACTOR to which the CLIENT has no objection.

- 20.5 In the event of any material breach of the AGREEMENT by the ADVISOR and without regard as to whether the CLIENT terminates the AGREEMENT or portion of the SERVICES pursuant to Paragraph 12, the ADVISOR shall, if the CLIENT requests, assign to the CLIENT all of its rights under all SUBCONTRACTS entered into by the ADVISOR, and the CLIENT may, to the extent permitted by applicable law and after prior written notice to the ADVISOR, enforce directly against any such SUBCONTRACTOR all rights of the ADVISOR under such SUBCONTRACT. All SUBCONTRACTS entered into by the ADVISOR shall contain a provision whereby the SUBCONTRACTOR agrees and consents to such assignment by the ADVISOR to the CLIENT.
- 20.6 In the event of any material breach of the AGREEMENT by the SUBCONTRACTOR, subject to the provisions of Paragraph 12, the ADVISOR shall, if the CLIENT requests, procure a suitable replacement SUBCONTRACTOR in accordance with the provisions of Paragraphs 20.1 and 20.2. For the sake of clarity, following any request made by the CLIENT pursuant to this Paragraph 20.6, the ADVISOR shall not be entitled to any amendment to the amount of any payment milestone, as set out in Schedule B.
- 20.7 The ADVISOR shall include in every SUBCONTRACT under this AGREEMENT, a provision prohibiting any further subcontracting of any portion of the SERVICES by the SUBCONTRACTOR.
- 20.8 The ADVISOR shall be fully responsible to the CLIENT for the acts and omissions of all SUBCONTRACTORS and their personnel. Nothing in the AGREEMENT shall create any contractual relation between the CLIENT and any SUBCONTRACTOR unless the CLIENT elects to exercise its rights under Paragraph 20.5. The CLIENT's approval to subcontract any portion of the SERVICES and the CLIENT's non-objection to ADVISOR's SUBCONTRACTOR selection shall not relieve ADVISOR of any of its obligations under this AGREEMENT. All reference in this AGREEMENT to any performance payment, act, default, omission, breach or negligence of the ADVISOR shall be deemed to include any or the same by a SUBCONTRACTOR

21.0 PUBLICITY RELEASES

Should the ADVISOR or any SUBCONTRACTORS desire to publish or release any publicity or public relations materials of any kind concerning or relating to the AGREEMENT, the ADVISOR shall first submit such materials to the CLIENT for review. The ADVISOR shall not publish or release, and shall ensure that SUBCONTRACTORS do not publish or release, any such material without the CLIENT's prior written approval.

22.0 GOVERNING LAW AND AGREEMENT LANGUAGE

- 22.1 The AGREEMENT shall be governed by the laws of the KINGDOM.
- 22.2 The language of the AGREEMENT shall be Arabic.

23.0 GENERAL PROVISIONS

The AGREEMENT supersedes all previous agreements, correspondence and understandings between the parties concerning the SERVICES, and constitutes their entire agreement concerning the SERVICES to be performed hereunder.

24.0 Notices

Any notice other communication from one Party to the other Party which is required or permitted to be made under the provisions of this Agreement shall be (a) made in the English language, (b) made in writing, (c) delivered personally (by hand deliver or by courier) to the address of the other Party which shown below or to such other address as the other Party shall by notice require, or sent by E mail or sent by facsimile transmission (with receipt of transmission confirmation) to the facsimile number of the other Party which is shown below or to such other facsimile number as the other Party shall by notice require, and (d) marked for the attention of the person(s) designated below or to such other person(s) as the other Party shall by notice require. Any notice or other communication made by one Party to the other Party in accordance with the foregoing provisions of this Paragraph 1.24 shall be deemed to be received by the other Party, if delivered by hand or by courier on the Day on which it is left at that Party's address, or if sent by facsimile transmission, on the next business day following the day on which it is sent to that Party's address:

If to CLIENT, to:

The Chief Executive Officer

Saudi Water Partnership Company S.M.L.L.C

(7586) King Fahad Road

Al Rahmانيyah District

Post code (12341)

Secondary No. (4119)

Unit No. (18)

Moon Tower, Riyadh, Kingdom of Saudi Arabia

Telephone: +966-11-2808910

Telefax: +966-11-2808929

If to Advisor, to:

ALTamimi and Company, Advocates and Legal Consultants

Short Address No. (RRAD3229),

Building No. (3229), Financial Boulevard,

secondary No. (6789), Al Aqeeq District,

Post code (13519)

Riyadh, Kingdom of Saudi Arabia,

25. Cyber security requirements

a. Cyber security requirements

1. The second party is committed to applying the cybersecurity requirements and policies of the first party and the relevant legislative and regulatory requirements.
2. Assess cybersecurity risks and ensure that there is control over those risks.
3. Cybersecurity operation centers managed for operation and monitoring, using remote access, should be fully located within Saudi Arabia.
4. Cybersecurity requirements should be reviewed with the second party periodically.
5. Return and Destruction of Data: Upon termination of the Agreement, the third party is required to return all data to Saudi Water Partnership Company in a format agreed upon in advance. Additionally, they must securely delete and destroy any remaining copies of the data, ensuring that it is unrecoverable

b. Saudi NCA controls:

1. The second party commits to implementing the cybersecurity requirements and policies of the first party and relevant legislative and regulatory requirements.
2. Conduct risk assessment throughout all system lifecycle stages (prior to development initiation, during development phase, and before deployment to the live environment), and ensure measures are in place to control those risks when legislative and regulatory requirements change.
3. Cybersecurity operations centers for operation and monitoring, utilizing remote access, must be entirely located within the Kingdom of Saudi Arabia.
4. Establish separate test and live environments.
5. Conduct vulnerability scanning and apply patches\service packs before deploying to the live environment.
6. Adhere to cybersecurity requirements within IT project management.

c. Software Development:

1. Utilize multi-tier architecture principle.
2. Avoid using any insecure external systems (development library).
3. Evaluate the system using OWASP methodology.
4. Implement Secure Coding methodology.
5. Perform penetration testing of the system before launch.

- d. National Data Management Office Controls:
- The second party must comply with all data protection controls issued by the National Data Management Office (NDMO).

End of the Agreement