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Contract № 3
For the Provision of Information Services

Washington, D.C. «12» October **2021**

The Embassy of the Republic of Kazakhstan to the United States of America, hereinafter referred to as «Customer», represented by Extraordinary and Plenipotentiary Ambassador of the Republic of Kazakhstan to the United States of America Mr. Yerzhan Ashikbayev, on the one hand, and «BGR Public Relations», hereinafter referred to as «Supplier», represented by the President of Company Mr. Jeffrey Birnbaum, on the other hand, collectively referred to as «Parties», have agreed as follows:

1. Subject of the Contract

1.1. According to the Contract, Supplier undertakes to provide information services to fulfill the needs of the Customer's requirement, and the Customer undertakes to accept and pay for these services.

1.2. The description of the services provided, the order and timing for these services are given in the Annex, which is an integral part of this Contract (hereinafter referred to as the Annex).

2. Rights and Responsibilities of the Parties

2.1. **The Supplier undertakes:**

2.1.1. To provide services on time in accordance with the Contract and Annex, in terms of quality and quantity;

2.1.2. To promptly notify the Customer in written in case of discovering any new facts, threatening the quality of services, or making it impossible to complete the services on time;

2.1.3. To appoint a representative responsible for dealing with all the issues related to the fulfillment of the obligations according to the Contract;

2.1.4. The Supplier shall provide the Customer with a progress report providing all information on the fulfillment of the work 10 (ten) days before the date of the upcoming payment.

2.2. **The Supplier has the right:**

2.2.1. To receive from the Customer information, support and cooperation, necessary for providing proper services in accordance with the Contract.

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2.3. **The Customer undertakes:**

2.3.1. To provide the Supplier, its employees and Contractors with all necessary information, support and cooperation which the Supplier may reasonably require in order to carry out its obligations in a timely and efficient manner;

2.3.2. To make available a coordinator to support the Supplier's staff in matters relating to translation, administration and liaison with the Customer;

2.3.3. To ensure that all information which is provided to the Supplier for the purposes of producing reports and narratives is accurate and reliable;

2.3.4. To approve the documents provided by the Supplier within 10 (ten) working days after these documents were received, or send the comments, notes to the Supplier within the aforementioned timeframe;

2.3.5. To accept the services as per the terms of the Contract or refuse to accept the services where the services have not been completed in accordance with the description in the Annex;

2.3.6. To pay for the services provided in the amount and within the timeframe stated in the Contract and the Annex.

2.4. **The Customer has the right:**

2.4.1. To check the process and the quality of services accomplished by the Supplier against the description of the services in the Annex at any reasonable time but without interrupting its activity;

2.4.2. To set a reasonable deadline (of not less than 10 (ten) working days) for addressing deficiencies if any are discovered by the Customer when accepting the services in accordance with the Contract.

3. Timeframe for Providing the Services

3.1. The duration of the Contract is to December 31, 2021 from the date of signing the Contract.

4. Cost of Services and Payment Conditions

4.1. Payments between the Parties have to be made in USD basing on the Certificates of Acceptance of the provided services signed by the Customer.

4.2 The total cost of services provided as per the Contract is **$60 000 USD (sixty thousand USD)**. All amounts and fees stated or referred to in this Contract are inclusive of taxes and other fees.

4.2.1 The first payment of 50% of total amount specified in the paragraph 4.2 of the Contract, which corresponds to **$30 000 USD (thirty thousand USD)** is to be made upon provision of the Supplier's invoice within 10 (ten) working days from the date of signing this Contract;

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4.2.2 The second payment in the amount of 50% of the total amount as specified in paragraph 4.2 of the Contract, which corresponds to **$30 000 USD (thirty sthousand USD)** shall be made upon provision of the Supplier's invoice by December 20, 2021 and the final Certificate of Acceptance of Delivered Services signed by the Parties by December 31, 2021.

4.2.3 Costs for the corresponding services are included in the total cost of this Contract.

5. Intellectual Property

5.1 Subject to Clause 4.2 and upon payment of the fees in full by the Customer the Supplier assigns to the Customer the intellectual property rights and all other rights in materials developed by the Supplier in the course of or as a result of the services.

5.2 The Customer acknowledges that all intellectual property rights in any of the Supplier's materials in existence prior to the Supplier's provision of the services (Supplier Background Materials) shall be owned by and remain the property of and vest in the Supplier. Subject to payment of the fees in full by the Customer, the Supplier grants the Customer a royalty free, non-transferable, worldwide, licence to use the Supplier Background Materials in connection with the deliverables supplied by the Supplier in its performance of the services.

6. Order of Acceptance of Services

6.1 The Services as per the Contract are considered to be done in full after signing the Certificate of Acceptance of Delivered Services for each paragraph of the Annex. The Certificates have to be issued by the Supplier within 10 (ten) working days from the moment of providing the services as per certain paragraphs of the Annex.

6.2 Where the services provided do not correspond to the description of the services in the Annex and conditions of the Contract, the Customer has a right to refuse to accept the services and to sign the Certificate of Acceptance of Delivered Services by stating in writing the reasons for rejection, and to demand the Supplier to address the disclosed deficiencies by its means and by the deadline agreed by the Parties but not less than 10 (ten) working days. The Customer undertakes to inform the Supplier in writing of its objections related to the Certificate received from the Supplier, not later than 10 (ten) working days after the receipt. Otherwise the services are considered to be done in full, and the Certificate is issued by the Supplier unilaterally.

6.3 The date of signing the Certificate of Acceptance of Delivered Services by the Customer is the day of its signing by the Parties. In case of expiration of 10

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(ten) working days since the submission of the Certificate and the absence of any written objections addressed to the Supplier, the date of submission of the Certificate for approval to the Customer is considered to be the day of signing the Certificate of Acceptance of Delivered Services is considered to be the day of fulfillment of the obligations as per the Annex.

6.4 The Supplier must provide the Customer with Certificates of Acceptance of Delivered Services according to the Annex and within the period mentioned in Clause 4 of the Contract and provide with the final Certificate of Acceptance of Delivered Services not later than December 20, 2021. The Supplier must set out in detail in the Certificate of Acceptance of Delivered Services the fulfillment of its obligations as per the Contract based on maximum efforts related to the services listed in the Annex.

6.5 Services provided under the Contract must meet or be higher than the standards specified in the Annex.

7. Liabilities of the Parties

7.1 The Supplier's liabilities:

7.1.1 The Supplier is responsible for the fulfillment of its obligation as per the Contract. The Supplier has no right to transfer its rights and obligations to any third parties and is responsible for their actions (inaction) as for its own.

7.1.2 The Supplier is not responsible for the timings of providing services where the Customer has not fulfilled its obligations as per the Contract in time (excluding force-majeure situations).

7.1.3 Excluding force-majeure situations, in the case where the Supplier has not/improperly fulfilled its obligations as per the Contract, the Customer has a right to surcharge 0,1% of the Contract amount for each day of untimely provision of services, but not more than 10% of the Contract value. The Supplier also returns paid amounts in the case of non-performance/improper fulfillment of the terms of the Contract.

7.2 The Parties' liabilities:

7.2.1 In cases not listed in paragraph 7 of the Contract, the Parties are responsible for not fulfilling or improper fulfillment of their obligations as per the Contract, according to the current legislation of the USA.

8. Confidentiality

8.1 In this Clause, «Confidential Information» means:
(i) All information of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of a Party

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and its group or other Party to whom the Party owes a duty of confidence; (ii) Any information designated as confidential; and (iii) Any information which a Party ought to conclude was confidential, in each case in whatever form.

8.2 Each Party shall keep confidential any Confidential Information received from or belonging to the other and not disclose it to anyone except on a need to know basis for internal use or use the Confidential Information except for the purposes of this Contract or with written agreement of the other. A Party shall return all Confidential Information received from or belonging to the other promptly following a written request.

8.3 Clause 8.1 shall not apply to any Confidential Information to the extent that (i) Disclosure is required under law to or by any court or tribunal; (ii) Which is or comes into the public domain other than through breach of this Contract; or is independently developed by the receiving Party. The provision of Clause 8 shall survive termination of the Contract for whatever reason.

9. Employees and Contractors

9.1 Neither Party shall, from the date of this Contract until 10 (ten) months after its termination, employ or engage on any other basis or offer employment or engagement to any employee or Contractor of the other Party who shall have worked for that Party for a continuous period of three months or more during the preceding 10 (ten) months and who shall have been associated with the provision of Services.

9.2 Each Party agrees that if it employs or engages any person contrary to 9.1, the Party in default (recognizing that the other Party has suffered substantial damage) shall be liable to pay to the other (by way of liquidated damages) a sum equal to the current annual salary of the employee or Contractor concerned being a reasonable pre-estimate of the damage caused.

10. Force-Majeure

10.1 For the purposes of this Contract «Force Majeure Event» shall mean any circumstance not within a Party's reasonable control including floods, earthquakes, hurricanes, other natural disaster, fires, explosions, accidents, wars, actions of state authorities and government, civil commotion, riots or other hostilities, epidemic or pandemic; terrorist acts, insurrections, revolutions, or transportation embargoes or interruptions, or failure of utility services.
The Party referring to «Force Majeure Event» must provide an official document from the authorized state body confirming the occurrence of such obligations.

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10.2 The Party (the Affected Party) which cannot fulfill its obligations due to the circumstances mentioned in the clause 10.1, shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

10.3 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

10.4 The Affected Party shall:

(a) As soon as reasonably practicable after the start of the Force Majeure Event but no later than 10 (ten) working days from its start, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement;

(b) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 20 (twenty) working days, then the Party not affected by the Force Majeure Event may terminate this agreement by giving 10 (ten) working days' written notice to the Affected Party. In this case, the payment is made upon the work performed.

In the case occurred according to Clause 10.4 (b), the Supplier is obliged to return the previously received advance payment to the Customer.

11. Terms of the Contract

11.1 The Contract comes into its force after it is signed by the Parties, its conditions are valid until full completion by the Parties of their obligations as per the Contract.

11.2 In addition to the right to terminate pursuant to Clause 10.4 (b), either Party may at any time terminate the Contract immediately on giving written notice to the other Party, if:

11.2.1 The other Party becomes bankrupt or insolvent;

11.2.2 The other Party commits any material breach of its obligations under this Contract which cannot be remedied, or which can be remedied but is not remedied within 30 (thirty) days of the Party in breach receiving written notice to remedy it.

11.3 Termination of this Contract howsoever arising or caused shall not affect any rights or liabilities of either Party accrued up to the date of termination (including the obligation of the Customer to pay the Supplier for fees incurred or third Party costs irrevocably committed to by the Supplier in the performance of the Services) or any provisions of this Contract expressly or by implication surviving termination.

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12. Dispute Resolution

12.1 Should there be any dispute between the Parties concerning any matter arising from or in connection with this Contract, the Parties shall attempt to resolve the matter by negotiations.

12.2 If the dispute remains unresolved 30 (thirty) working days after the dispute was first notified by one party to the other party in writing, then either party may pursue any other remedy it may have, excluding the arbitration.

12.3 Nothing in this clause 12 will be construed as preventing either party from applying for any injunctive or protective order of court or from following any other legal procedure to protect or maintain its position while the negotiations are progressing.

13. Other Conditions

13.1 No one Party has a right to transfer its rights and obligations as per the Contract to the third parties without preliminary consent by the other Party.

13.2 This Contract sets out the entire agreement and understanding between the Parties. It supersedes any prior agreements and arrangements between the Parties in relation to its subject matter. It prevails over any other terms and conditions in correspondence or elsewhere. Concluding this Contract each Party acknowledges and agrees it has not relied on any representations made by the other (all of which are excluded).

13.3 No failure or delay by a Party in exercising its rights or remedies shall operate as a waiver of these or any other rights or remedies, unless such a waiver is made by specific written notice.

13.4 If any of these terms and conditions is found to be illegal, invalid or unenforceable in whole or in part under applicable law, such term or condition shall, insofar as it is severable from the remaining terms, be deemed omitted from this Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

13.5 Making changes and additions in the Contract can be done if agreed by both Parties and Supplementary Agreement is issued in writing and signed by authorized representatives of the Parties.

13.6 Any notification that one party sends to the other party in accordance with the Agreement shall be sent in the form of a letter (including sent by e-mail), telegram, telex or fax with the subsequent provision of the original.
The notification takes effect upon delivery or becomes effective on the specified date (if specified in the notice), whichever is later.

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13.7 The Contract is made in 3 (three) duplicate originals in English, Kazakh and Russian – two for Customer and one for Supplier. All the copies have an equal legal force.

13.8 In case of controversial interpretation and/or application of the different versions, the English version will prevail.

13.9 The Parties confirm that this Contract is signed by authorized persons.

14. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the US law and the Parties submit to the jurisdiction of the US courts.

15. Legal addresses and Bank Details of the Parties

Customer
The Embassy of the Republic of Kazakhstan to the United States of America

Address
1401,16th Street, NW
Washington, DC 20036

Bank details
[redacted]

Supplier
«BGR Public Relations»

Address

Bank details

Signatures of the Parties

Yerzhan Ashikbayev,
Ambassador
of the Republic of Kazakhstan to the United States of America

Signatures of the Parties

Jeffrey Birnbaum,
President

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Annex to the Contract

№	Service	Results
1.	**Preparing and the holding the Conference dedicated 30th Anniversary Kazakhstan-U.S relations**	• Identifying and exploring potential partner organizations • Designing a logo for conference • Preparing a plan for virtual, hybrid, or in person location for event • Creation of a website (in case of virtual, a website for registration, hosting, and posting conference related materials) • Drafting a schedule for conference • Invitation and registration of participants • Preparing materials for conference (programme, schedule, speakers bios, discussion summaries, social media content, coverage in U.S.-based media) • Preparing thank you notes for participants • Preparing a video spot of event for use on websites and social media
2.	**Op-ed by Ambassador**	Publication of an article in an American media outlet
	Total: 60 000 (sixty thousand) USD	

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