Received by NSD/FARA Registration Unit 06/29/2022 9:43:07 AM

OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
QORVIS LLC	5483

3. Name of Foreign Principal
Kingdom of Saudi Arabia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 05/23/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide public relations services to the Human Rights Commission of the Kingdom of Saudi Arabia (through the Princess Nourah bint Abdulrahman University), including consultancy and study services for human trafficking crimes.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
06/29/2022	Matt Lauer	/s/Matt Lauer

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature[1]
28-6-22	MATTHEW LAMER	

[1] This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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Kingdom of Saudi Arabia
Ministry of Education
Princess Nourah bint Abdulrahman University
(048)

[logo:]

Nourah 1427 AH

Sub.: Strategic Plan for the Promotion of the Human Rights Council's Global Efforts Project

Messrs. QORVIS LLC

Peace and blessings of Allah be upon you,

The Institute of Development and Consulting Services at Princess Princess Nourah bint Abdulrahman University extends its greetings and sincere appreciation. Reference is made to your technical and financial proposals for the Strategic Plan for the Promotion of the Human Rights Council's Global Efforts Project, with a total value of (USD 750,000) seven hundred fifty thousand US dollars only, excluding all tax fees.

We would like to inform you that your proposal has been approved. Therefore, you can proceed with the implementation steps as stated in the proposal.

The Institute will provide all necessary documents and facilities. The payments due to you will be made according to the financial procedures followed, taking into account that the Institute will not be legally or financially obliged except after signing the contract by all parties.

[signature]

[signature]

[signature]

Kind Regards,

Dean of the Institute of Development and Consulting Services
[signature]
Dr. Mashael Bint Oweid Al-Mutairi

No.: [handwritten:] *1576* Date: [handwritten:] *10/21/1443 AH* [05/22/2022] Attachments: .....

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TRANSPERFECT

LINGUIST CERTIFICATION

This Translation Certificate confirms the included documents have been completed and are, to the best knowledge and belief of the below linguist engaged on the project, full and accurate translations of the source material.

File Name: **HRC Award Letter**

Source Language: Arabic

Target Language: English

Linguist Name: Farnas Faisal

TransPerfect Office Partnership: TransPerfect London

Office Location:
Aldgate House, 1st Floor
33 Aldgate High Street
London
EC3N 1AH

List of Linguist Qualifications:

Master's degree in Linguistics (Legal Language), Ain Shams University, Faculty of Al-Alsun (Languages), Cairo, Egypt

Linguist Signature:

Farnas Faisal
Farnas Faisal (Jun 21, 2022 16:06 GMT+2)

Name: Farnas Faisal
Title: Translator
Date: 21-06-2022

Authorized Signature:

Hossam El Shamy
Hossam El Shamy (Jun 21, 2022 18:03 GMT+4)

Name: Hossam El Shamy
Title: Project Manager
Date: 21-06-2022

Reason for signature: I approve the accuracy of this document content as written

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المملكة العربية السعودية
وزارة التعليم
جامعة الأميرة نورة بنت عبد الرحمن
(٠٤٨)
معهد التنمية والخدمات الاستشارية

Kingdom of Saudi Arabia
Ministry of Education
Princess Nourah bint Abdulrahman University
(048)

بشأن: مشروع خطة استراتيجية لتعزيز الجهود العالمية لمجلس حقوق الانسان

السادة/شركة QORVIS LLC. **حفظهم الله**

السلام عليكم ورحمة الله وبركاته، وبعد:

يهديكم معهد التنمية والخدمات الاستشارية بجامعة الأميرة نورة بنت عبد الرحمن أطيبَ تحيةٍ وتقدير، وإشارةً لعرضكم الفنيّ والماليّ لمشروع خطة استراتيجية لتعزيز الجهود العالمية لمجلس حقوق الانسان، وبقيمة إجمالية قدرها (750,000) سبعمائة وخمسون ألف دولار فقط لا غير شامل كافة الرسوم الضريبية.

نُفيدكم بالموافقة على مضمون العرض، ولذا يمكنكم البدء بالخطوات التنفيذية كما هو واردٌ فيه. وسوف يقدّم المعهد جميع المستندات والتسهيلات اللازمة، وسيكون تسديد الدُفعات المُستحقة لكم حسب الإجراءات المالية المُتّبعة؛ مع الأخذ بعين الاعتبار أنّ المعهد غير مُلزم قانونيًا أو ماليًا إلا بعد توقيع العقد من جميع الأطراف.

وتقبلوا سيادتكم وافر التقدير والاحترام،

عميدة معهد التنمية والخدمات الاستشارية

د. مشاعل بنت عويض المطيري

الرقم: ٧٧٦ التاريخ: ٢١/١١/١٤٤٣هـ المشفوعات: .....

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Ministry of Education
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(048)
Development & Consulting Services Institute

المملكة العربية السعودية
وزارة التعليم
جامعة الأميرة نورة بنت عبد الرحمن
(048)
معهد التنمية والخدمات الاستشارية

A strategic plan to enhance HRC international global efforts	**عقد مشروع خطة استراتيجية لتعزيز الجهود العالمية لمجلس حقوق الانسان**
This contract made and written in Riyadh on Monday 23/05/2022 AD by and between: First: Development and Consulting Services Institute at Princess Nourah Bent Abdulrhman University. Address: Saudi Arabia – Riyadh P.O. Box 84428, Tel: 011822000 - Fax Number: 0118220011 .E-mail DCSI@pnu.edu.sa , represented in signature herein by the Dean of the Institute Dr. Mashael Bent Awied Almutairi , hereinafter referred to as the "first party," the beneficiary of the service. Second: QORVIS LLC USA ،Connecticut Ave NW, Washington, DC 20036 1201 LICENSE NUMBER – 38788 BUSINESS TELEPHONE +12024961000 Represented by - Michael Petruzzello , referred to as the (second party).	إنه في يوم الاثنين المؤرّخ في 2022/05/23 تم التعاقد بين كلٍّ من: أولاً: معهد التنمية والخدمات الاستشارية بجامعة الاميرة نورة بنت عبد الرحمن– وعنوانه المملكة العربية السعودية – الرياض– ص ب 84428 هاتف 011822000 فاكس 0112880011 بريد الكتروني dcsi@pnu.edu.sa :ويمثله في توقيع هذا العقد سعادة الدكتورة مشاعل بنت عويض المطيري بصفتها عميدة المعهد ويشار إليه فيما بعد بـ"الطرف الأول" وهو الجهة المستفيدة من تنفيذ الخدمة. ثانياً: شركة كورفيس – عنوانها – 1201 Connecticut Ave NW, Washington, DC 20036، الولايات المتحدة - سجل تجاري – 38788 هاتف – 1000-496-202 1+ ويمثلها: المدير العام/ مايكل بيتروزيلو أو من يفوضه، ويشار إليها بـ (الطرف الثاني).
preamble: Whereas the Institute for Development and Consulting Services wants to implement the project to A strategic plan to enhance HRC international global efforts to HRC , as the second party has the ability, willingness and experience to provide services, competencies and scientific and advisory expertise, and submitted a technical and financial offer, after reviewing the terms of the contract and all documents attached to it, and since the offer The submission from the second party suited the first party to carry out the work. The two parties, who are fully legal and legal, have agreed on:	**تمهيد:** نظراً إلى حاجة العمل في معهد التنمية والخدمات الاستشارية لتنفيذ مشروع خطة استراتيجية لتعزيز الجهود العالمية لمجلس حقوق الانسان لدى هيئة حقوق الانسان حيث أن الطرف الثاني لديه الإمكانية والاستعداد والخبرة لتقديم الخدمات والكفاءات والخبرات العلمية والاستشارية، وتقدم بعرضٍ فنيّ ومالي، وذلك بعد اطلاعه على شروط العقد وجميع المستندات المرفقة به، وبما أن العرض المقدم من الطرف الثاني ناسب الطرف الأول لتنفيذ العمل، فقد اتفق الطرفان وهما بكامل أهليتهما الشرعية والنظامية على ما يلي:
Article 1: The above preamble shall be an integral part of this contract read and construed therewith, and considered complementary to it.	**المادة 1** يعتبر التمهيد أعلاه جزءاً لا يتجزأ من هذا العقد يقرأ ويفسر به، ويعتبر مكملاً له.

الرقم : ..... التاريخ : .../.../... ١٤هـ المشفوعات : .....

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Article 2: Scope of work	المادة 2: نطاق العمل
1. Consultancy and study services for human trafficking crimes 2. Public relations	1. الخدمات الاستشارية والدراسية لجرائم الاتجار بالبشر 2. العلاقات العامة
Article 3: Contract Documents: • The basic contract documents. • Second-party financial and technical proposal in 2022/05/09 AD. • The First - party letter of award to the Second Party Number 1576, issued in 2022/05/22 AD. • The basic document and the above annexes are considered complementary and explanatory to each other. In cases of ambiguity or inconsistent, the terms of the basic contract document shall prevail over the annexes.	**المادة 3: مستندات العقد** 1. وثيقة العقد الأساسية 2. العرض الفني والمالي المقدم من الطرف الثاني بتاريخ 2022/05/09 3. خطاب التعميد المقدم من الطرف الأول للطرف الثاني رقم 1576 بتاريخ 2022/05/22 4. تعتبر الوثيقة الاساسية والملاحق أعلاه مكملة ومفسرة لبعضها البعض وفي حالات الغموض والتضارب بينهما فان بنود وثيقة العقد الأساسية تسود على الملاحق.
Article 4: Duration of the contract: The term of this contract is (3) months starting from the date of signing the contract, and this contract is not renewed except by an independent agreement signed by both parties.	**المادة 4: مدة العقد** مدة هذا العقد (3) أشهر ميلادية تبدأ من تاريخ توقيع العقد، ولا يجدد هذا العقد إلا باتفاقية مستقلة موقعه من قبل الطرفين.
Article 5: Contract value: The total value of the project is (750,000 $) seven hundred fifty thousand Including withholding tax 5%	**المادة 5: قيمة العقد** القيمة الاجمالية للمشروع ($ 750,000) سبعمائة وخمسون ألفأدولار أمريكي ،المبلغ شامل لضريبة الاستقطاع 5 %.

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Article 6: Payment method:	المادة 6: طريقة الدفع
The first party pays the second party the value of the contract; According to the payments received and according to the achievement records issued by the beneficiary authorities, taking into account the tax Deduction with each payment.	يسدد الطرف الأول للطرف الثاني قيمة العقد؛ حسب الدفعات الواردة وحسب محاضر الإنجاز الصادرة من الجهات المستفيدة مع الاخذ بالاعتبار ضريبة الاستقطاع مع كل دفعة.
Article 7: Obligations of the parties: **Obligations of the first party:** 1-The first party is obligated to pay the second party for all the completed works, according to the certificate of completion from the Income Tax. client, which is the HRC 2-•The first Party is committed to appoint a project manager to oversee the implementation of the project in all its various aspects and to work to remove the obstacles encountered. 3- The first party is obliged to facilitate the work to the second party so that the works can be delivered on time. **Obligations of the second party:** 1-The Second Party is committed to appoint a project manager to oversee the implementation of the project in all its various aspects and to work to remove the obstacles encountered. 2-The second party is obligated to carry out all the works indicated within the scope of work in Article (7) of this contract and what was stated in the technical and financial proposal submitted, in accordance with the professional standards followed by the institutions that provide similar services. 3- The second party is obligated to deliver all project outputs in Arabic or English where it applies, and if the work of the first party requires submitting the outputs in English, the second party shall translate the	**المادة 7: التزامات الطرفين** **التزامات الطرف الأول:** 1-يلتزم الطرف الأول بسداد الطرف الثاني كامل الاعمال المنجزة وذلك حسب مشهد انجاز من العميل وهو هيئة حقوق الأنسان 2-يلتزم الطرف الأول بتعيين مديراً للمشروع من قبله، وذلك للإشراف على تنفيذ المشروع من جميع الجوانب المختلفة والعمل على إزالة المعوقات التي تواجهه. 3- يلتزم الطرف الأول بتسهيل الأعمال على الطرف الثاني حتى يتسنى له تسليم الأعمال بالوقت المحدد. **التزامات الطرف الثاني:** 1- يلتزم الطرف الثاني بتعيين مديراً للمشروع من قبله، تنفيذ للإشراف على المشروع من جميع الجوانب المختلفة والعمل على إزالة المعوقات التي تواجهه. 2- يلتزم الطرف الثاني بتنفيذ جميع الاعمال المبينة في نطاق العمل في المادة (7) من هذا العقد وما جاء في العرض الفني والمالي المقدم، طبقاً للمستويات المهنية التي تتبعها المؤسسات التي تقدم خدمات مماثلة. 3-يلتزم الطرف الثاني بتسليم جميع مخرجات المشروع باللغة العربية أو الإنجليزية حيث ينطبق، وإذا تطلبت أعمال الطرف الأول تقديم المخرجات باللغة الإنجليزية فيقوم الطرف الثاني بترجمة المستندات الى الإنجليزية، وتكون اللغة العربية هي اللغة المعتمدة في وثائق مخرجات المشروع.

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documents into English, and the Arabic language is the approved language in the project output documents. 4- The second party is committed to provide qualified, experienced and competent staff in the field of the Work scope.	4-يلتزم الطرف الثاني بتوفير الكفاءات المؤهلة وذوي الخبرة والكفاءة في مجال نطاق العمل.
Article 8 Conditions and specifications. 1-The second party adheres to performance and quality standards, work ethics, respect for traditions, values and beliefs in the Kingdom of Saudi Arabia and the policies and regulations of the Institute of Research and Consulting Services. 2- The second party is prohibited from referring to the first party, the contract or the services in any advertisement, statement, disclosure or offer before obtaining the prior approval of the first party.	المادة 8: الشروط والمواصفات. 1-يلتزم الطرف الثاني بمعايير الأداء والجودة وعلى أن يلتزم الطرف الثاني بأخلاقيات العمل واحترام التقاليد والقيم والمعتقدات في المملكة العربية السعودية ولوائح وأنظمة معهد البحوث والخدمات الاستشارية. 2- يحظر على الطرف الثاني الإشارة إلى الطرف الأول أو العقد أو الخدمات في أي إعلان أو بيان أو إفصاح أو عرض قبل حصوله على موافقة مسبقة من الطرف الاول..
Article 9: Adjustments and changes: 1- During the performance of the contract, the first party may increase the amount of works by no more than 10 % of the total contract value, in which case the contract value shall be adjusted further accordingly. 2- This contract may be amended only by a written agreement between the parties, not contrary to the preceding articles, and the amendment shall be added to the contract as an attachment, effective from the date of signature by the parties.	المادة 9: التعديلات والتغييرات 1-يجوز للطرف الأول - اثناء تنفيذ العقد - زيادة مقدار الاعمال بنسبة لا تتجاوز عشرة في المائة 10٪ من مجموع قيمة العقد على ان يجري في هذه الحالة تعديل قيمة العقد بالزيادة تبعاً لذلك. 2-لا يجوز تعديل هذا العقد الا بموجب اتفاق كتابي بين الطرفين، بما لا يخالف المواد السابقة، ويضاف التعديل الى العقد كملحق، وتكون هذه التعديلات سارية النفاذ من تاريخ توقيع الطرفين عليه.
Article 10: Intellectual property rights and ownership of documents: First: Neither party has the right to use or publish any technology, patent, trade or professional secret, or trademark that belongs to the other party without taking its prior written consent, and the provisions of this article shall remain in effect even after the expiry or termination of this contract. Second: The second party is not entitled to benefit from all or part of the studies and research, and everything that is produced and developed during the term of the contract, except by taking a written consent from the first party that includes the nature and scope of the borrowing.	المادة 10: حقوق الملكية الفكرية وملكية المستندات والوثائق أولًا: لا يحق لأي من الطرفين استخدام، أو نشر أي تقنية أو براءة اختراع أو أسرار تجارية أو مهنية أو علامة تجارية تؤول ملكيتها للطرف الاخر دون أخذ موافقته الخطية المسبقة، وتظل أحكام هذه المادة سارية حتى بعد انتهاء أو إنهاء هذا العقد ثانياً: لا يحق للطرف الثاني الاستفادة من كل أو جزء من الدراسات والبحوث، وكل ما يتم إنتاجه وتطويره خلال مدة العقد الا بأخذ موافقة خطية من الطرف الأول تتضمن طبيعة الاستعارة ونطاقها.

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Article 11: Waiver to others:	المادة 11: التنازل للغير
The second party is not entitled to waive the contract or part of it without the prior written consent of the first party, yet the second party remains responsible to the first party for any act waived to a third party.	لا يحق للطرف الثاني أن يتنازل لغيره عن العقد أو جزء منه بدون الحصول على موافقة خطية مسبقة من الطرف الأول، ومع ذلك يبقى الطرف الثاني مسؤولاً أمام الطرف الأول عن أي عمل يتنازل عنه لطرف ثالث.
Article 12: Delay fine: If the value of the services and clauses is deducted in the event that the second party fails to implement them, subject to the contract; With the payment of a fine of two percent (2%) of the value of the commitment he breached, and the total fines applied to the second party shall not exceed ten percent (10%) of the total value of the contract. The first party has the right to stop any financial extracts of the second party whenever it delays the implementation of its contractual obligations with the imposition of the resulting fines; Without any damage or costs to the first party. In the event that the second party breaches any of the conditions contained in the specifications, and the technical and financial offer submitted by it, or that it is clearly slow in implementation, the first party has the right to terminate the contract, and the implementation will be at the expense of the second party. or trade or professional secrets or a trademark owned by the other party without his prior written consent, and the provisions of this article shall remain in effect even after the expiration or termination of this contract Second: The second party is not entitled to benefit from all or part of the studies and research, and everything that is produced and developed during the term of the contract, except by taking a written consent from the first party that includes the nature and scope of the borrowing.	**المادة 12: غرامة التأخير:** اذا يتم حسم قيمة الخدمات والبنود في حال لم يلتزم الطرف الثاني بتنفيذها محل العقد؛ مع دفع غرامة بواقع اثنين بالمائة (2%) من قيمة ما أخل به من التزام، كما لا تزيد إجمالي الغرامات المطبقة على الطرف الثاني عن عشرة بالمائة (10%) من القيمة الإجمالية للعقد يحق للطرف الأول وقف أي مستخلصات مالية للطرف الثاني متى ما تأخر عن تنفيذ التزاماته التعاقدية مع فرض الغرامات المترتبة؛ بدون أي ضرر أو تكاليف على الطرف الأول. في حالة إخلال الطرف الثاني بأي شرط من الشروط الواردة بالمواصفات، والعرض الفنيّ والماليّ المُقدم منه أو أنه تباطأ في التنفيذ بشكلٍ واضح، فإن يحق للطرف الأول فسخ العقد، ويكون التنفيذ على حساب الطرف الثاني.. أو أسرار تجارية أو مهنية أو علامة تجارية تؤول ملكيتها للطرف الآخر دون أخذ موافقته الخطية المسبقة، وتظل أحكام هذه المادة سارية حتى بعد انتهاء أو إنهاء هذا العقد ثانياً: لا يحق للطرف الثاني الاستفادة من كل أو جزء من الدراسات والبحوث، وكل ما يتم إنتاجه وتطويره خلال مدة العقد الا بأخذ موافقة خطية من الطرف الأول تتضمن طبيعة الاستعارة ونطاقها
Article 13: Termination or avoidance of contract: The first party is entitled to terminate the contract prior to its duration in the event that the second party breaches one of the provisions of this contract within (30) days from the date of its notification according to: A- The first party has the right to terminate the contract without	**المادة 13: انهاء أوفسخ العقد** يحق للطرف الأول فسخ العقد قبل مدته في حال قام الطرف الثاني بالإخلال بأحد بنود هذا العقد خلال (30) ثلاثون يوماً من تاريخ اخطاره وفقاً لما يلي: أ-يحق للطرف الأول إنهاء العقد دون شرط أو قيد وبإرادته المنفردة على أن يتم دفع ما تم إنجازه من مستحقات للطرف الثاني حتى تاريخ الانهاء.

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condition or restriction and at its own will, provided that the completed dues are paid to the second party until the date of termination. B - The second party shall deliver all data, works, reports and other information and materials to the first party from the date of termination of the contract.	النفقات الفعلية التي تكبدها شريطة تقديم ما يثبت ذلك من مستندات رسمية. ب-يقوم الطرف الثاني بتسليم جميع البيانات والأعمال والتقارير وغيرها من المعلومات والمواد الى الطرف الأول من تاريخ انهاء العقد.
Article 14: Force majeure: If a party becomes wholly or partly unable to fulfill its obligations under this contract due to force majeure, that party shall be exempted from carrying out those obligations to the extent that it is affected by force majeure. It is also permissible to agree between the two parties to stop the work affected by force majeure and liquidate the rights of the other party until the date of the emergence of force majeure that prevented implementation	**المادة 14: القوة القاهرة** إذا أصبح أي من الطرفين غير قادر كلياً أو جزئياً على الوفاء بالالتزامات المترتبة عليه بموجب هذا العقد بسبب قوة قاهرة، يعفي ذلك الطرف من تنفيذ تلك الالتزامات بالقدر الذي يتأثر فيه بالقوة القاهرة. كما يجوز الاتفاق بين الطرفين على إيقاف العمل المتأثر بالقوة القاهرة وتصفية حقوق الطرف الآخر حتى تاريخ نشوء القوة القاهرة التي حالت دون التنفيذ.
Article 15: Confidentiality of information: The parties agree that each shall treat as confidential all information provided by a party to the other regarding such party's business and operations, including without limitation the terms of this Agreement, and shall be used solely for the purposes of rendering services pursuant to this Agreement. The second party undertakes to maintain the confidentiality and privacy of all information and everything related to doing the work for this contract, whether oral or written. All of them are confidential matters that the receiving party must maintain their confidentiality and not divulge them, unless he obtains the prior written consent of the first party, the provisions of this article shall remain in effect even after the expiry or termination of this contract.	**المادة 15: سرية المعلومات** يتفق الطرفان على أن يتعامل كل طرف مع جميع المعلومات التي يقدمها أحد الطرفين للآخر فيما يتعلق بأعمال وعمليات هذا الطرف، بما في ذلك على سبيل المثال لا الحصر، شروط هذه الاتفاقية، ويجب استخدامها فقط لأغراض تقديم الخدمات وفقًا لهذه الاتفاقية. يتعهد الطرف الثاني بالمحافظة على سرية وخصوصية كافة المعلومات وكل ما يرتبط بالقيام بالعمل لهذا العقد سواءً كانت شفوية أو مكتوبة، تعد جميعها من الأمور السرية التي يجب على الطرف المتلقي أن يحافظ على سريتها وعدم إفشائها، ما لم يحصل على موافقة خطية مسبقة من الطرف الأول، وتظل أحكام هذه المادة سارية حتى بعد انتهاء أو إنهاء هذا العقد
Article 16: Notifications and correspondence: In the case of any communications or notifications between the parties, it must be made by registered mail, hand-delivered, facsimile or e-mail with written confirmation of receipt in all cases of the addresses specified in the issuance of this contract for both parties, and in the event that one party changes its registered address in the issuance of this contract, it must notify the other party immediately. If	**المادة 16: الإشعارات والمراسلات** في حال وجود أي مراسلات أو إخطارات بين الطرفين يجب ان تتم بواسطة البريد المسجل أو بالتسليم باليد أو الفاكس أو البريد الالكتروني مع تأكيد خطي بالاستلام في جميع الأحوال على العناوين المحددة في صدر هذا العقد لكلا الطرفين، وفي حال قام أحد الطرفين بتغيير عنوانه المسجل في صدر هذا العقد يجب عليه ان يشعر الطرف الاخر فوراً وفي حالة عدم اشعار أحد الطرفين الاخر بتغيير عنوانه فإنه يتحمل المسؤولية القانونية الكاملة المترتبة على عدم علمه بأي

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one party does not notify the other of the change of address, the party bears full legal liability for not knowing any notices sent to the old address.	اشعارات او مراسلات تم ارسالها الى العنوان القديم.
Article 17: The event of a dispute between the parties: If a dispute or dispute arises between the two parties regarding the interpretation or implementation of the terms of this contract, it shall be resolved amicably, and in the event that this is not possible, the matter shall be referred to the competent judicial authorities in the Kingdom of Saudi Arabia.	**المادة 17: في حال نشوء نزاع بين الطرفين:** في حال نشوء أو حدوث خلاف أو نزاع بين الطرفين حول تفسير أو تنفيذ بنود هذا العقد يتم حله وديًا، وفي حال تعذر ذلك، يُحال الأمر إلى الجهات القضائية المختصة في المملكة العربية السعودية
Article 18: Contract copies: This contract has been drawn up in two copies, and each party received a copy of it, to act upon it. In support of the foregoing, this contract was signed on the day and year indicated in Introduction Taking into consideration that the Arabic language is adopted in the interpretation and implementation of the contract and determining its specifications, plans and correspondences related to it	**المادة 18: نسخ العقد** حرر هذا العقد من نسختين، وتسلم كل طرف نسخة منه، للعمل بموجبه. وتوثيقاً لما تقدم فقد جرى التوقيع على هذا العقد في اليوم والسنة المبينين في مقدمته. مع الاخذ بالاعتبار بأن اللغة العربية هي المعتمدة في تفسير العقد وتنفيذه وتحديد مواصفاته ومخططاته والمراسلات المتعلقة به.
First Party [Development and consulting services institute] Name: Dr. Meshael bint Awied Al-Mutairi Attribute: Dean of the Institute of Development and consulting services Signature: **Second party** QORVIS LLC Name : Michael Petruzzello Attribute: President Signature: Name : Jonathan Nicholas Attribute: Vice-President Signature:	**الطرف الأول** معهد التنمية والخدمات الاستشارية الدكتورة مشاعل بنت عويض المطيري الصفة: عميدة معهد التنمية والخدمات الاستشارية بجامعة الاميرة نورة بنت عبد الرحمن. التوقيع: **الطرف الثاني** شركة كورفيس المدير العام/ مايكل بيتروزيلو ، التوقيع:

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