

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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 Finn Partners, Inc.	2. Registration Number 6212
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3. Primary Address of Registrant 1675 Broadway, New York, NY 10019

4. Name of Foreign Principal Qatar Foundation	5. Address of Foreign Principal P.O. Box 5825 Doha, Qatar QATAR
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6. Country/Region Represented QATAR
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7. Indicate whether the foreign principal is one of the following: ☐ Government of a foreign country ¹ ☐ Foreign political party ☒ Foreign or domestic organization: If either, check one of the following: ☐ Partnership ☐ Corporation ☐ Association ☐ Committee ☐ Voluntary group ☒ Other (<i>specify</i>) <u>Nonprofit organization</u> ☐ Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Qatar Foundation is a private, non-profit organization whose mission is to serve the people of Qatar by supporting and operating programs in three core mission areas: education, science and research, and community development. Through education and research, Qatar Foundation leads human, social, and economic development of Qatar; making Qatar a nation that can be a vanguard for productive change in the region and a role model for the broader international community.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Financed: Qatar Foundation receives a percentage of its annual operating budget from the State of Qatar.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Founder His Highness Sheikh Hamad Bin Khalifa Al Tharni.
The Co-Founder Her Highness Sheikha Moza Bint Nasser.

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
04/30/2025	Martin Ettlemeyer	 /s/Martin Ettlemeyer
		
		
		

EXECUTION

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Date

Printed Name

Signature

April 30, 2025Martin Ettlemyer

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 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

Finn Partners, Inc.

2. Registration Number

6212

3. Name of Foreign Principal

Qatar Foundation

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/03/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Cultural Public Relations Consultation

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

Public relations services in support of Al-Mujadilah Center and Mosque for Women and Marchitecture 2025

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.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

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 register³ to the date of registration 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 ☒

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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value
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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.

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

04/30/2025

Martin Ettlemyer

Sign

/s/Martin Ettlemyer

Sign

Sign

Sign

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

April 30, 2025Martin Ettlemyer



Purchase Order

FINN PARTNERS, INC.

1675 Broadway
10th Floor
New York , US

PO Number : QF-PO-40303-PPM
PO Date : 03-Mar-2025

Site : New York
Attention : SHARON RUEBSTECK
Phone : +1 (212) 715-1578
E-mail : sharon.ruebsteck@finnpartners.com

Title : ARCHITECTURAL PR SUPPORT OF THE AL MUJADILAH BUILDING
Supplier Ref : Payment Terms : Net 45
Currency : USD
Start Date : 03-Mar-2025 Completion Date : 30-Mar-2025
Supplier Remarks :

Qatar Foundation is pleased to award you the order as per the following details and terms. If you have any queries concerning this order, please contact in writing to the attention **Mr. Ayaz Moeed/Strategic Sourcing & Service Contracts(amoeed@qf.org.qa)**

No.	Item Description	UOM	Qty	Unit Price	Amount
1.	Architectural PR - Polskin Arts for Al Mujadilah building promotion	Amount	1	31,572.00	31,572.00
	Deliver to Location : Doha, Qatar				
	Requester Name : Mrs. Sania Ruhi				
	PR No : QF-PR-15634				
	Promise Delivery Date : 30-MAR-25				
Grand Total: USD 31,572.00					

US Dollar Thirty-one thousand five hundred seventy-two and zero only.

Instruction to the Supplier:

This Purchase order is subject to Qatar Foundation General Terms & Conditions attached herewith. For any inquiries kindly contact the Procurement Directorate at procurementrelations@qf.org.qa

Delivery Details:

All material from the suppliers should be delivered to requester deliver-to location, QF will not be responsible for any deliveries made elsewhere. Deliveries will only be accepted on working days between 8.00 am to 2.30 pm. For any clarification about deliveries or warehouse location, please contact Tel: +974 44540905 and 44542817 or the buyer.

Invoicing: All invoices should be submitted electronically using QF I-Supplier portal <https://suppliers.qf.org.qa/> ; For all invoice submission and payment related enquiries kindly email: invoicecontrol@qf.org.qa

Please acknowledge receipt and acceptance of this purchase order within three working days.



Mr. Asgar Azeez Khan
Manager, Service Contracts
Strategic Sourcing & Service Contracts

ACKNOWLEDGEMENT

Please confirm receipt of this official communication by submitting the completed copy and return via e-mail for our record.

Philippa Polskin *Philippa Polskin*
Name & Signature

Poskin Arts, a division of Finn Partners
Designation

April 3, 2025
Date & Company Seal



Purchase Order

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Contract Terms and Conditions**GENERAL CONDITIONS****1 Definitions and Interpretation**

The following expressions and derivatives thereof appearing in capital letters in this Contract shall have the meaning hereby assigned to them unless otherwise specified.

Actual Completion Date means the date on which QF's Representative certifies the completion of the performance of all the Services, including (if applicable) the supply or delivery of the Deliverables.

Approval means QF's prior written consent which shall in no way be construed as relieving the Contractor of any of its obligations, responsibilities or liabilities under this Contract or at law. **Approve** or **Approved** shall be construed accordingly.

Change Order means any amendment to the Contract to add works or items that were not included in the original scope of work and is therefore not a logical extension to the current Contract.

Completion Date means the anticipated date as specified in the Purchase Order for completion of all of the Services including supply and delivery of the Deliverables (if any) which date is subject to be adjusted by QF in accordance with the terms of this Contract.

Conflict of Interest means any potential or actual situation or circumstance whereby, whilst performing the Services a situation arises in which the Contractor, in furtherance of its own interests, or the interests of a third party, acts or attempts to act in a manner that is not in QF's best interests.

Contract shall mean the Purchase Order and these terms and conditions of agreement signed by QF authorized signatory.

Contract Price means the total remuneration payable to the Contractor for the Services and if applicable Deliverables as calculated in accordance with and initial amount is set out in the Purchase Order but which may be subject to adjustment for any Variation/Change Order properly authorised by QF.

Contractor means the person, firm or company designated as such in the Purchase Order including its permitted assignees.

Contractor's Representative means the person nominated by the Contractor to act as its representative for this Contract. The person initially appointed to such role is named in the Purchase Order which the Contractor may change by not less than 5 days prior written notice to QF.

Contractor IP Rights means the Intellectual Property Rights owned by the Contractor at the Effective Date.

Data means information, documents, tables, diagrams, designs, specifications, reports, computer software, databases, patents, models, or other material images or sounds, all whether retained in electronic or 'hard-copy' media.

Day means a calendar day including weekends but excluding any days which are designated as public holidays in the State of Qatar.

Deliverables means any items, goods, reports, documents, presentations, materials or other deliverables to be prepared or procured by the Contractor and delivered to QF and which form part of the Services as more particularly identified in Schedule 1 (Scope of Services).

Dispute means any dispute, claim or difference arising between the Parties in connection with this Contract (including as to its existence or validity).

Effective Date means the date stated on the Purchase Order or as otherwise agreed by the Parties in writing.

Force Majeure means the occurrence of any act or event which is unforeseeable, insurmountable and outside the control of the affected Party, and which renders that Party unable to comply in whole or in part with its obligations under this Contract, but not for reasons of an increase in cost due to Force Majeure. Force Majeure includes but is not limited to act of God (such as pandemic, tidal wave, lightning, earthquake, hurricane,) armed

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hostilities or acts of war (whether declared or not), riots (other than among the Personnel), civil or military disturbances, national, regional or professional strikes (excluding strikes, lockouts and other industrial disputes or actions by, between or originated among the Personnel).

Intellectual Property Rights means patents, trademarks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software) and moral rights, financial rights, rights of exploitation, database rights, models, rights in designs, rights in get-up, rights in inventions, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration.

Laws means laws, rules, regulations, codes, by-laws, directions, notices, forms or orders having the force of law.

Liquidated Damages means the compensation payable by the Contractor to QF for delay in completing the Services (or if applicable, any stage of the Services) amounting to two percent (2%) per week of delay capped to ten percent (10%) of the Contract Price.

National products means each product produced in the State of Qatar and is considered a national or local product under the Qatari laws.

Party means QF or the Contractor and **Parties** shall mean both of these.

Personnel means all staff, employees and other personnel or advisers of the Contractor which are engaged in connection with carrying out the Services (whether engaged internally or externally by such entities).

Purchase Order means the legally binding document authorised by procurement committing QF to purchase the Services and if applicable the Deliverables from the Contractor at the agreed price, quantity and specifications attached and incorporating these general terms and conditions.

QF means the Qatar Foundation for Education, Science and Community Development as designated in the Purchase Order including its assignees and successors.

QF Data means: (a) all Data owned by QF made available to the Contractor in connection with the Services, whether before or after the Effective Date; and/or (b) Data that the Contractor creates for QF in connection with carrying out its obligations under this Contract.

QF IP Rights means the Intellectual Property Rights owned by QF at the Effective Date.

QF Premises means any premises of QF or designated by QF for the Contractor to carry out all or part of the Services.

QF's Representative means the person nominated by QF in the Purchase Order to act as its representative for this Contract which may be an employee of QF or an external consultant which is subject to change at any time by notice in writing to the Contractor.

Services shall mean the services as set out in Schedule 1 (Scope of Services), including if applicable, the supply of Deliverables (together with any other services not expressly set out in Schedule 1 but which are reasonably incidental thereto and reasonably requested by QF to be carried out by the Contractor under this Contract without a Variation/Change Order) all of which may be subject to a Variation/Change Order in accordance with the terms of this Contract.

Variation means any change, modification, addition or deletion to, in or from the Services other than a Change Order, including a change in the date by which any part of the Services is required to be performed authorized by QF in writing as a variation order but shall not be anything which is reasonably incidental to the Services or a minor change in detail or the manner in which the Services are to be performed.

2 Obligations of the Contractor

2.1 The Contractor undertakes to carry out the Services for the Contract Price and shall:

- (a) proceed regularly and diligently and perform the Services diligently and to the best of its ability with the level of skill, care and diligence to be expected of an international, professionally qualified service-provider experienced in providing services of a similar scope, scale and complexity as the Services to the highest standard;
- (b) ensure it has the necessary resources to properly perform its obligations under this Contract including but not limited to providing all staff, equipment fit for use (including but not limited computers and all IT systems) and materials necessary for the performance and delivery of the Services in accordance with the Contract Price;

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- (c) in carrying out the Services comply with all applicable Laws and QF policies including but not limited to Qatar labor laws, current health, training and safety requirements, information security policies and permit to work systems of QF and all restrictions applicable to the Services and to the QF Premises.
- (d) ensure that all Deliverables comply with QF's specifications and instructions including but not limited to their proper storage, handling, packing and marking;
- (e) submit and substantiate all reports and advice in writing in clear and legible form, to the QF Representative and in the format prescribed by QF from time to time;
- (f) advise QF regarding international best practice in delivering services such as the Services and shall give QF the benefit of its experience elsewhere provided always that the Contractor shall bear in mind the local conditions and its obligations under this clause; and
- (g) If it intends to perform any of the Services outside Qatar, obtain Approval from QF's Representative.

3 Representations and Warranties

3.1.1 The Contractor represents and warrants that it:

- (a) is knowledgeable in all legal requirements and business practices that must be followed in executing the Services;
- (b) has obtained all the necessary information before agreeing to the Contract Price and has taken into account all circumstances that may affect the Contract Price;
- (c) has obtained (and maintained as current and valid) all licenses, permits, consents and certifications necessary for the proper execution of the Services under this Contract;
- (d) has ensured the Deliverables submitted to QF are without any defects and/or deficiencies. If any of the Deliverables do not comply with the provisions of this Contract or are found defective, the Contractor shall at its own cost make good such defects and/or deficiencies;
- (e) by entering this Contract and carrying out the Services it shall not enter into any Conflict of Interest for the duration of this Contract.
- (f) it holds all the necessary Intellectual Property Rights to enable it to properly perform the Services without infringing on any third party Intellectual Property Rights; and
- (g) all of the information provided to QF is true, accurate and not misleading in any respect

4 QF's Instructions, Inspections and Audit

4.1 QF has the right to access and inspect the Services in all stages of execution in order to be assured that the expected results are being obtained. The presence of QF Representative, his delegates or any failure to inspect or instruct nor any Approval by QF shall not relieve the Contractor of any of its obligations under this Contract.

4.2 The Contractor shall comply with the instructions and take account of comments given by QF from time to time in respect of the performance of the Services. The Contractor shall immediately notify QF with full detail if the Contractor is unclear about any instructions or comments given by QF or if the Contractor discovers any inconsistency between such instructions or documents that arise in the performance of the Services, and immediately upon becoming aware, it shall report any circumstances that may arise during the performance of the Services that may adversely affect any aspect of the Services.

4.3 QF shall be entitled at its own expense to inspect and audit all documents relating to the performance of the Services to ensure compliance with contractual and operational requirements and the Contractor shall make these fully accessible at all reasonable times and during normal office hours. All such records shall be available for inspection by QF at the Contractor's principal place of business during the term of this Contract and for one (1) year after its termination or expiration.

5 Contractor Warranties

To the extent that the Contractor receives the benefit of any warranties from any sub-contractor or manufacturer or Contractor of any goods or services forming part of the Deliverables, which extends beyond the Completion Date, the Contractor shall, to the extent that the Contractor is legally able to do so, assign the benefit of all such warranties to QF.

QF encourages development of home-grown industries; therefore, to promote the manufacture of local products and/or services preference should always be given to local contractors in support to the National Preference Law No.

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6 of 1987 of the State of Qatar.

QF encourages all contractors to provide local available products and/or services whenever available over foreign products and/or services.

QF obliges foreign contractors doing business with QF to prioritize procuring materials and services locally by at least 30% of the contract value.

6 QF Review

- 6.1** Where this Contract requires the Contractor to seek QF's Representative's review or Approval and no times for submission by the Contractor are specified, the Contractor's request shall be made in sufficient time so that QF's Representative can have reasonable time to review and comment on the matter.
- 6.2** Where a submission is made to QF for review and/or Approval, the Contractor shall ensure that its submission is sufficiently detailed so as to clearly convey to QF's Representative the nature, reason and contractual basis for the submission by reference to the relevant contractual provisions of this Contract (if any).
- 6.3** Upon reviewing the Contractor's submission, QF's Representative may, within the review period, give notice that the Contractor's submission is either Approved by QF's Representative; or rejected (to the extent stated). If the Contractor's submission is rejected, it shall (if QF so requests) be rectified and resubmitted by the Contractor within seven (7) days of QF's Representative's response. Resubmissions shall not qualify as a Variation and shall not give rise to any claim for additional sums or an extension to the time for completion.
- 6.4** No review, under this Clause or otherwise, or lack of review, nor any comments, Approval or disapproval shall relieve the Contractor from any obligation, responsibility, risk or liability under this Contract or be deemed to waive or limit QF's Representative's rights or remedies.

7 Contractor Claims

- 7.1** The Contractor shall notify QF within fourteen (14) days from first becoming aware, or should have become aware, of changes or circumstances which may result in any claim by the Contractor in respect of any extension of time to meet the Completion Date.
- 7.2** Within seven (7) days of such notification, or such other period proposed by the Contractor and Approved by QF's Representative, the Contractor shall submit the claim details fully describing the changes or circumstances together with the impact.
- 7.3** Within fourteen (14) days of receipt of the claim details, or such other period agreed by the Parties, QF's Representative shall either approve or reject the claim; or request further details in which case the time for Approval or rejection shall be extended in the reasonable discretion of QF's Representative.
- 7.4** If the Contractor fails to provide all reasonably requested details within the required time, the claim will be deemed withdrawn by the Contractor and QF shall have no liability in respect of the claim.
- 7.5** If QF's Representative fails to provide a response on behalf of QF within the above time period the Contractor may within twenty-eight (28) days refer the matter as a Dispute for settlement under Clause 23 and if it fails to do so within such period, the claim will be deemed withdrawn by the Contractor and QF shall have no liability in respect of the claim.
- 7.6** No decision to allow an extension of time under this Clause 7.6 shall automatically entitle the Contractor to any associated additional sums in connection therewith. Each claim by the Contractor in respect of additional time and/or additional sums shall be submitted as separate claims by the Contractor and shall each be considered by QF's Representative independently of each other. Any and all claims without exception received by QF after the Actual Completion Date will not be considered.

8 Compensation for Delayed Completion

- 8.1** If the Contractor fails to complete either the whole of the Services by the Completion Date then the Contractor shall pay to QF the Liquidated Damages as compensation for each such default. The Liquidated Damages shall be due for the period which elapses between the Completion Date and the actual date that the Services is actually completed in accordance with this Contract.
- 8.2** The Liquidated Damages compensation shall become due and payable without notice or recourse to legal proceedings and without having to establish that damage was sustained.

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8.3 QF may without prejudice to any other method of recovery deduct the amount of such compensation from any payment due or which may become due to the Contractor. The payment or deduction of such compensation shall not relieve the Contractor from its obligation to complete the Services or from any other of its obligations and liabilities under this Contract.

8.4 In addition to the Liquidated Damages compensation as described above, the Contractor will be liable to QF for the full costs of any additional fees payable by QF to any other consultants which are payable as a result of the Contractor's failure to complete the Services (or the relevant stage) within the required time.

8.5 QF may without prejudice to any other method of recovery set-off or deduct the amount of such costs from any payment due or which may become due to the Contractor. The payment or deduction of such costs shall not relieve the Contractor from its obligations to complete the Services or from any other of its obligations and liabilities under this Contract.

9 Titles and Risk

Title (including any Intellectual Property Rights) to any Deliverables supplied or prepared by the Contractor shall vest in QF as soon as payment in respect of such Deliverables is made by QF to the Contractor. However, QF may, at any time thereafter, accept or refuse at its sole option the ownership of any of the same which it considers are not in conformity with the requirements of this Contract. Notwithstanding this Clause 9, all Deliverables shall remain at the sole risk of the Contractor until they are accepted by QF.

10 Data and Security

10.1 Ownership of QF Data

The Contractor may receive from QF for the purpose of this Agreement, certain QF Data. The Contractor shall review all such QF Data for accuracy, completeness, suitability and to identify any errors or defect of any QF Data upon which it places reliance. All QF Data shall belong exclusively to QF and the Contractor may not use QF Data in any way for any other purpose without QF's Approval. The Contractor shall provide to QF upon request all Data produced in connection with this Agreement.

When handling any QF Data the Contractor shall take all precautions to preserve the integrity of QF Data and to prevent any corruption or loss of QF Data. If due to any default of the Contractor, QF Data is corrupted or lost the Contractor shall notify QF without delay and QF may require the Contractor to restore the Data at the Contractor's expense.

10.2 Information Security

The Contractor shall inform itself and ensure that all Personnel and its Associates involved in the performance of the Services are fully aware of and continuously comply at all times with the current Information Security requirements of QF including but not limited to Third Party Security Management Procedure as mentioned in Annexure 1..

11 Intellectual Property Rights

QF and the Contractor will each retain exclusive ownership of the QF IP Rights and the Contractor IP Rights respectively. The Contractor irrevocably assigns to QF (and to rest in QF absolutely) all Intellectual Property Rights created by or on behalf of the Contractor as part of the Services (including for the avoidance of doubt, the right for QF to freely assign, sub-license, sell or otherwise transfer those Intellectual Property Rights to any third parties).

12 Confidentiality

The Contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by QF, its employees, agents or subcontractors, and any other confidential information concerning the QF's business, its products and services which the receiving party may obtain. The Contractor shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under the scope of Services, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the scope of Services. The Contractor may also disclose such of QF's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction provided that written notice is given to QF at least seven (7) days prior to such disclosure.

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13 Variation/ChangeOrder

13.1 QF shall have the absolute right from time to time to instruct Variations or Change Orders in accordance with this Clause. If QF wishes to propose a Variation/Change Order, it shall issue a Variation/Change Order to the Contractor setting out the details of the proposed Variation/Change Order. The Contractor shall as soon as practicable and in any event within time stated in the Variation/Change Order (which shall be set at QF's reasonable discretion) complete the Variation/Change Order and return it to QF setting out the Contractor's response in respect of:

13.1.1.1 any impact on the delivery of the Services including meeting any timescales for delivery and changes to the resources (Personnel or otherwise) required due to the proposed Variation/Change Order; and

13.1.1.2 any impact to the remuneration as a result of the proposed Variation/Change Order.

13.2 The remuneration of the Contractor shall be adjusted upwards or downwards in accordance with the Order authorised by QF and the Contract Price amended as necessary to give effect. In respect of any Change Order authorised by QF the remuneration of the Contractor shall be based on The Purchase Order (Contract Price and Rate) or rates mutually agreed.

14 Suspension ofServices

QF may instruct the Contractor at any time to stop or not to start any work and may later instruct the Contractor to re-start or start such work. If QF suspends the Services due to a breach by the Contractor of this Contract then:

(a) any costs, losses or expenses incurred by the Contractor in taking the actions required by QF to remedy the breach shall be borne by the Contractor; and

(b) any costs, losses or expenses incurred by QF in respect of such action (including if relevant, QF's costs of engaging replacement service-providers to carry out the suspended Services, or the cost of remedial works in respect of the suspended Services) shall be at the Contractor's sole expense. QF shall be entitled to set-off or deduct any such amount from any amount that would otherwise be payable to the Contractor under this Contract.

15 Termination

15.1 QF may at its discretion terminate this Contract immediately by written notice to the Contractor and without reference to court if the Contractor:

15.1.1 stops or suspends performance of the Services without good cause or fails to use the skill, care and diligence required in carrying out the Services;

15.1.2 any representation or warranty given by the Contractor under this Contract ceases to be true;

15.1.3 does not remedy to QF's reasonable satisfaction, any other breaches of its obligations under this Contract; or

15.1.4 becomes bankrupt, makes a composition or arrangement with its creditors or if a winding-up order of the Contractor is made or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed.

15.1.5 or otherwise in accordance with clause 21 on Force Majeure.

15.2 QF shall be entitled to terminate this Contract or any part thereof by written notice to the Contractor at any time for its sole convenience.

15.3 If this Contract is terminated by QF for cause under Clause 15.1 then:

15.3.1 QF shall be entitled to receive all Deliverables (whether complete or partly prepared) to which it has title and the Contractor shall be paid for the Services delivered up to the date of termination which have been provided to the satisfaction of QF in accordance with this Contract. All other costs/expenses (including the costs of demobilization) shall be at the Contractor's expense; and

15.3.2 QF shall be entitled to set-off or deduct from payments due to the Contractor (or seek reimbursement from the Contractor) for any reasonable additional costs and expenses borne by QF due to such termination.

16 Contract Price andPayment

16.1 In consideration for the Contractor carrying out the Services in accordance with this Contract, QF shall pay the Contractor the Contract Price which shall consist of:

16.1.1 Contract Price for the Services in the amount as stated in the Purchase Order; plus

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16.1.2 additional fees for any Variation or Change Order which may be instructed by QF in accordance with Clause 13 and paid at the rates in the Purchase Order

16.2 All invoices shall be submitted by the Contractor in the currency stated and in accordance with the Invoice/Payment Schedule as set out in the Purchase Order but in any event not more frequently than monthly. All invoices shall be submitted by the Contractor electronically using QF I-Supplier Portal which link can be accessed at <https://eservices.qf.org.qa>.

16.3 All unit rates, sums and prices are fixed and firm in the currency as stated in The Purchase Order and not subject to revision, nor escalation, nor any adjustment due to currency fluctuations.

16.4 If any part of any invoice submitted is disputed by QF (the "Disputed Amount") the Contractor shall (within forty-five (45) Days from date of receipt of the original stamped invoice) be notified accordingly with brief reasons why the item and amount is disputed. Any such notice from QF regarding a Disputed Amount shall not prevent payment by QF of any undisputed parts of the invoice (the "Undisputed Amount") that have been properly invoiced in accordance with this contract.

16.5 QF shall pay the Undisputed Amount within forty-five (45) Days from date of receipt of the original stamped and correct invoice. QF shall not be required to pay any invoice received more than six (6) months after the delivery date.

16.6 Any payments made in advance are fully refundable if the Contractor fails to meet the delivery schedule, supplies are not per ordered specification or in case of cancellation of order.

16.7 QF reserves the right to withhold payment of any amounts due to the Contractor in case Contractor fails to settle any claim and/or monies owed to QF.

17 Taxes & Duties

The Contractor shall pay and accept full liability for all taxes, fees, imposts and duties of any kind whatsoever which may be levied on the Contractor including any withholding taxes, fees, imposts and duties which QF shall be obliged to deduct from its payments to the Contractor according to tax laws in the State of Qatar.

18 Indemnity

The Contractor indemnifies and holds QF harmless against all liabilities, losses, fees or other expenses (including any liability to third parties), fines or other penalties which may be incurred in connection with:

18.1.1 any act or default of the Contractor, its employees, agents or subcontractors (except where caused by gross negligence or willful breach by QF of this contract);

18.1.2 any breach by (or on behalf of) the Contractor, its employees, agents or subcontractors of this Contract;

18.1.3 breach by the Contractor, its employees, agents or subcontractors of any applicable laws (or any act or default by the Contractor which may cause QF to be in breach of the same);

18.1.4 any infringement or alleged infringement of the Intellectual Property Rights of any third party

18.1.5 in respect of loss or damage to any Deliverables (unless such loss or damage is due to QF's negligence) until the risk thereof has been transferred to QF in accordance with these terms and conditions.

19 Insurance

The Contractor shall ensure that all insurances required to perform the Services to the highest standard and in a manner consistent with all applicable Laws are in place and maintained by both the Contractor and all subcontractors with insurers authorised to carry out insurance business in Qatar and approved by QF.

20 Assignment

This Contract shall not be assigned or subcontracted by the Contractor in whole or part without express written consent of QF and all subcontracts shall provide the right of unconditional assignment to QF.

21 ForceMajeure

In the event of Force Majeure, the Contractor shall notify QF within 48 hours after the beginning of any cause for delay. In the absence of such notice within the stipulated time mentioned herein, the Contractor shall waive his right to excuse for such delay. This shall be followed by a letter (original) from the Contractor authenticated by the local Chamber of Commerce or any other competent authority. If such circumstances continue for a continuous period of more than thirty (30) Days, QF may terminate this Contract by written notice to the Contractor.

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22 Notices

Any notices between the Parties in connection with this Contract shall be in writing, signed on behalf of the relevant Party and shall be deemed served if sent by fax (with delivery receipt), email (with read receipt), by hand or by prepaid post to the relevant number/address set out in the Purchase Order for each Party. A notice served by e-mail must be confirmed by a signed 'hard-copy' letter (delivered by fax, by hand or by pre-paid post) within three (3) days of the email being sent.

23 Resolutions of Disputes

Any Dispute which is not resolved by amicable settlement within ninety (90) Days of such notice of dispute being served by either party shall be finally resolved by the courts of the State of Qatar. The fact that amicable settlement or other dispute resolution proceedings have been initiated shall not suspend or modify in any way the obligations of the Parties under this contract.

24 Governing Law

This Contract shall be governed and construed in accordance with the Laws of the State of Qatar.

25 Waiver

Failure or delay of QF to insist upon the exercise of any rights hereunder shall not be construed as a waiver or relinquishment of future performance of such rights.

26 No Partnership

This Contract shall not create or imply any joint venture, partnership, agency or similar relationship between QF and the Contractor.

27 Time of the essence

The Contractor acknowledges that time is of the essence and completion of the Services in accordance with the Completion Date and submission of any Deliverables by the specified dates (if any) is an essential condition of this Contract.

28 Business Continuity Management

The Contractor shall implement and maintain Business Continuity Management (BCM) and provide the BCM plan should QF request the same. These BCM arrangements shall include recovery strategies for any disruptive events that may impact the delivery of materials, products, services outlined in this contract.

Once the Contractor is requested by QF, the Contractor is obliged to submit the below requirements to QF at any time during the lifetime of this agreement.

- Approved Business Continuity Management policy showing accountability and responsibilities
- Approved Business Continuity Plan

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ANNEXURE 1 - Information Security Requirements

- a. Suppliers participating through E-tendering should sign the confidentiality agreement and / or NDA.
- b. Suppliers should accept QF's right to audit and right to information contractual requirements (including information security).
- c. Suppliers should proactively notify QF about information security events and vulnerabilities identified by them and collaborate if remediation is required.
- d. Suppliers should ensure integrity and protection of data or equipment hosted / transferred outside QF's premises.
- e. Suppliers should ensure the confidentiality of QF information accessed by them and obtain permission from QF prior to sharing information.
- f. Suppliers should adhere to the Service continuity, business continuity and disaster recovery where applicable and deemed necessary for the services to be delivered and running all the time.
- g. In case of engagement involve sensitive information, Background verification of the participating resources has to be submitted to the respective supervisor in QF and same to be submitted to QFIT along with Active Directory account creation request for the resource. Such screening shall take into consideration the level of trust and responsibility associated with the position at QF and (where permitted by local laws) should include the below given checks: :
 - i) Proof of the person's identity (e.g., passport)
 - ii) Proof of their academic qualifications (e.g., certificates)
 - iii) Proof of their work experience (e.g., résumé/CV and references)
 - iv) Criminal record check.
 - v) Credit check.
- h. If in case Supplier or their Subcontractors needs access to QF information, Information security requirements for mitigating the risks associated with supplier's access to the QF's assets should be agreed with the supplier and documented. When a resource leaves QF, supplier shall ensure all access to QF information are revoked and all QF assets are returned.