Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

OMB No. 1124-0006; Expires July 31, 2023

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 in print and 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
Teneo Strategy LLC

2. Registration Number
6698

3. Primary Address of Registrant
280 Park Avenue, 4th Floor, New York, NY 10017

4. Name of Foreign Principal
ASYAD Group S.A.O.C.

5. Address of Foreign Principal
P.O.Box 470, P.C 115
Madinat Sultan Qaboos
OMAN

6. Country/Region Represented
OMAN

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 *(specify)* Societe Anonyme Omanaise Close
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official 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.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

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

a) Name and title of official 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.

ASYAD Group S.A.O.C. is Oman's state-owned global integrated logistics service provider. It provides integrated logistics solutions across ports, free zones and shipping.

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).

See Appendix for Response

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.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

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.

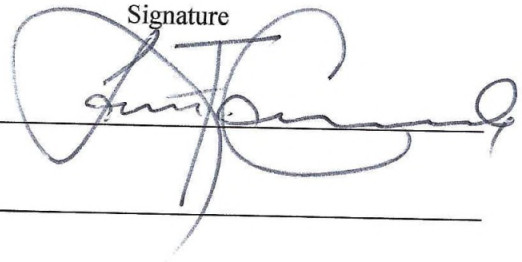
Date	Printed Name	Signature
01/05/2023	Lawrence F. Carnevale	/s/Lawrence F. Carnevale

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

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
12/22/22	LAWRENCE F. CARNEVALE	

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

Appendix
Response to Item 11

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

Item 10(b) Supervised: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Item 10(b) Owned: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Item 10(b) Directed: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Item 10(b) Controlled: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Item 10(b) Financed: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Item 10(b) Subsidized: ASYAD Group S.A.O.C. is 100% owned by the Oman Investment Authority as per the royal Decree No. 61/2020 issued by His Majesty Haitham bin Tarik the Sultan of Oman.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:08 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 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
Teneo Strategy LLC	6698

3. Name of Foreign Principal
ASYAD Group S.A.O.C.

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? 11/27/2022

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

The registrant, through its subsidiary, Teneo UAE, is providing strategic communications advisory and media relations services to the foreign principal, as described in the attached purchase order. For the performance of these services, the foreign principal will pay the registrant $23,611.11.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

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

The registrant is providing strategic communications advisory and media relations services to the foreign principal in connection with Reuters NEXT, as described in the attached purchase order.

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.

The registrant's activities on behalf of the foreign principal include counsel to the foreign principal regarding interactions with U.S. and international media as well as communications with members of the press.

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 ☐

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.

The registrant has provided strategic communications advisory and media relations services to the foreign principal in connection with Reuters NEXT, including providing counsel to the foreign principal regarding interactions with U.S. and international media and communicating with the media as described in the log below.

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

Date	Contact	Method	Purpose
See Appendix for Response			

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

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 ☒

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 ☒

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.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

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.

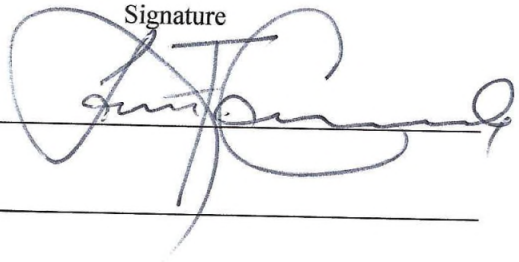
Date	Printed Name	Signature
01/05/2023	Lawrence F. Carnevale	/s/Lawrence F. Carnevale

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

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
12/22/22	LAWRENCE F. CARNEVALE	

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Appendix
Response to Item 11-Detail

Date	Contact	Method	Purpose
11/22/2022	Robert Bowman, Supply Chain Brain	Email	Meeting request
11/22/2022	Victoria Fraza Kickham, DC Velocity	Email	Meeting request
11/22/2022	Greg Miller, FreightWaves	Email	Meeting request
11/22/2022	Lisa Baertlein, Reuters	Email	Meeting request
11/22/2022	Paul Berger, The Wall Street Journal	Email	Meeting request
11/22/2022	Emma Cosgrove, Insider	Email	Meeting request
11/23/2022	Jenn Ablan, Editor-in-Chief, Pensions & Investments	Email	Meeting request
11/23/2022	Joe Weisenthal, Digital News Editor, Bloomberg	Calendar invite	Confirming ASYAD meeting
11/23/2022	Gary Silverman, Senior Editor, Financial Times	Email and text	Meeting request
11/23/2022	Sonali Basak, Anchor, Bloomberg TV	Email	Meeting request
11/23/2022	Joe Weisenthal, Digital News Editor, Bloomberg	Emails	Inquiring about uploading email on Bloomberg Terminal and meeting request
11/23/2022	Sujeet Indap, Wall Street Editor, Financial Times	Email and text	Meeting request
11/23/2022	Claire Jones, International Economy News Editor, Financial Times	Email	Meeting request
11/23/2022	Jenn Ablan, Editor-in-Chief, Pensions & Investments	Calendar invite	Confirming ASYAD meeting
11/23/2022	Phil Roosevelt, Managing Editor, Barron's	Email and text	Meeting request
11/23/2022	Andrew Edgecliffe-Johnson, US Business Editor, Financial Times	Email	Meeting request
11/28/2022	Claire Hao, Climate Reporter, SF Chronicle	Email	Meeting request
11/29/2022	Joe Weisenthal, Digital News Editor, Bloomberg	Email	Submitting names for security
11/29/2022	Jenn Ablan, Editor-in-Chief, Pensions & Investments	Email	Submitting names for security
11/29/2022	Claire Hao, Climate Reporter, SF Chronicle	Email	Confirming interest in ASYAD meeting
11/30/2022	Claire Hao, Climate Reporter, SF Chronicle	Emails	Confirming ASYAD meeting, sending bio and summary of ASYAD
11/30/2022	Peter Thal Larsen, Global Editor, Reuters Breakingviews	In-person meeting, calendar invite, email	Inquiring about, then confirming, in-person availability for meeting with ASYAD and connecting with ASYAD
11/30/2022	Claire Hao, Climate Reporter, SF Chronicle	Calendar invite and email	Confirming then cancelling ASYAD meeting
11/30/2022	Peter Thal Larsen, Global Editor, Reuters Breakingviews	Text	Inquiring about interview and any next steps/interest in covering ASYAD
12/06/2022	Jenn Ablan, Editor-in-Chief, Pensions & Investments	Telephone call and text	Inquiring about interview and any next steps/interest in covering ASYAD
12/06/2022	Joe Weisenthal, Digital News Editor, Bloomberg	Text	Inquiring about interview and any next steps/interest in covering ASYAD

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340	**Version No:**	PO-22-0340-2	**RFQ Ref:**	RFQID-22-0158
PO Date:	27 Nov, 2022		**PR Ref:**	PR-22-0282	
Vendor code: V02072			**Shipped To:**		

Teneo
Office 405, Gate Precinct Building 5 DIFC, Dubai PO Box 506808 Dubai ARE

Tel: +971 (0) 50 425 3832
Fax:
Email: matthew.miller@teneo.com

ASYAD Group S.A.O.C
P.O.Box 470, P.C 115 Madinat Sultan Qaboos Sultanate of Oman OMN
Tel: +968 22308900
Email: records.department@asyad.om
VAT: OM110002891X

Buyer Details:
Name: Ghanim Hamad Mohammed Al-Saadi
Tel: 22364386
Email: Ghanim.AlSaadi@asyad.om

Please arrange to supply the following requirements in accordance with Oman Global Logistics Group S.A.O.C Procurement Terms and Conditions of Purchase as stipulated below. Kindly acknowledge the receipt of this order by sending an acceptance within a day, failing to do so it's considered as accepted by Oman Global Logistics Group S.A.O.C.

Delivery Term:	
Payment Term:	**30Days-Net 30 Days**
Your Offer Ref:	**Scoping & Commercial Proposal for ASYAD**

line#	Item	Description	Delivery	Quantity	Unit	Unit price	Discount	Disc. %	Amount
1		Reuters Next US Event PR Services. - 2-hour bilingual media Reuters Next US Event PR Services. - 2-hour bilingual media training for the CEO in preparation for the panel session and potential media engagements. - Support in preparation of talking points and revision of remarks for panel and other sessions ID reactive Q&As for media, issues mapping and identification. - Development of a reactive Q&A handbook for media engagements, including issues mapping and identification for proactive reputation management. - Development of Pitching Brief, to use in engagement with target media. - A debrief following the 'Reuters Next' event, and consolidated media report covering the company's engagements and narrative/messaging pull-through to cover key successes and areas of opportunity. Note: the total cost including WHT. Total: 23,611.110 USD WHT: 2,361.11 USD Net: 21,250 USD	11/28/2022	23,611.11	LS	1.000	0.000	0.00 %	23,611.110

Currency	Subtotal	Total discount	Charges	Sales tax	Round-off	Total
USD	23,611.110	0.000	0.000	0.000	0.000	**23,611.110**

Terms and conditions

Our Acknowledgement:
Vendor is required to acknowledge receipt of the PO by written e-mail or fax to Purchaser. In the event the vendor failed to acknowledge receipt of the PO within two days from date of transmittal by the Purchaser, the PO will be deemed acceptable by the vendor, and all terms and conditions shall apply.

Delivery:
Delivery date stipulated in this PO shall be of the essence of the PO. Vendor is requested to ensure there will not be delay, and shall endeavor its best effort to improve the delivery period.

Delivery Note:
Upon delivery of items vendor shall submit an original Delivery Note to end-user. A copy of the Delivery Note must be sent to the concerned Buyer simultaneously.

Payment:
30 days form invoice received date.

Other Terms :
General Conditions For Works & Services
1 Definitions
1.1 THE COMPANYCOMPANY means ASYAD GROUP SAOC (ASYAD)
1.2 Agreement or Contract means the contract between THE COMPANY and the Contractor for the provision of Work in accordance with the documents detailed in Form of Agreement section of the tender documents.

This is a computer generated order and it does not require a signature

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

1.3 Commencement Date shall be as set out in the Form of Agreement section of the tender documents.
1.4 Completion means completion of the entire Work and/or Services.
1.5 Completion Notice has the meaning given to such term in Clause 9.1.
1.6 Completion Certificate has the meaning given to such term in Clause 9.2.
1.7 Contractor means (Party name)
1.8 Contractor's Equipment means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Work but does not include Materials or Plant.
1.9 Consequential Loss shall mean:
1.9.1 consequential loss; and/or
1.9.2 loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect arising from or related to the performance of this Agreement, whether such losses were foreseeable at the time of entering into this Agreement.
1.10 Employer means the Company
1.11 Materials means goods, materials, products to be supplied or supplied by Contractor under this Agreement or identified in the Scope of Work section of the tender documents (including pursuant to a Variation order or as required as part of any Remedial Action), including goods, materials, products and equipment ordered as part of any Services
1.12 Place for Performance means the location specified by THE COMPANY for the Work to be carried out as set out in the Form of Agreement.
1.13 Party means either of THE COMPANY or the Contractor and Parties means both of them together.
1.14 Plant means the machinery and apparatus intending to form or forming part of the permanent work.
Price means the price as more particularly described in the Schedule of Prices section of the contract documents to be paid by THE COMPANY to the Contractor.
1.15 Programme means the programme for the performance of the Work as set out in the Scope of Work section of the contract documents.
1.16 Scheduled Completion Date means the date as set out in the Form of Agreement section of the contract documents by which Contractor shall reach Completion.
Site means the place or places provided by THE COMPANY where the Work are to be executed, and any other places explicitly specified in this Agreement as forming part of the Site.
General Conditions For Works & Services Page 4
1.17 Services means the services, including any Deliverables, to be provided by the Contractor under this Agreement, as set out in the tender documents.
1.18 Variation or Variation Order: means a change to the specifications and/or drawings (if any) which is instructed by THE COMPANY under clause 15.
1.19 Warranty Period/ Defects Notification Period, unless otherwise stated in the contract documents, the Works / Services and Materials should be covered by a one year warranty, which shall commence from the commencement from the day of Completion until 12 months after Completion during which time Contractor shall remain liable for the correction of any defects in the Work in accordance with clause 9.
1.20 Work means the services, works as more particularly described in Scope of Works section of the contract documents.
2 The Contract
2.1 THE COMPANY requires the Work to be performed and the Contractor has agreed to perform the Work on the terms and conditions set out in this Agreement.
3 Contractor's obligations
3.1 Contractor shall carry out the Work properly and in accordance with this Agreement. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of THE COMPANY.
3.2 Contractor shall comply with all instructions given by THE COMPANY in respect of the Work, including the suspension of all or part of the Work.
3.3 If stated in Scope of Work section of the contract documents, Contractor shall deliver to THE COMPANY within 14 days of the Commencement Date a performance bond in a form stipulated in the contract documents.
3.4 The Work will be performed at the location(s) specified in Scope of Work section of the contract documents. The Contractor shall ensure that its personnel shall:
3.4.1 comply with all health, safety and environmental rules and regulations applicable at the location of the Work;
3.4.2 comply with any instructions issued by THE COMPANY relating to health, safety or the environment at the location of the Work; and
3.4.3 perform the Work in a safe and efficient manner and in accordance with any of THE COMPANY's health, safety and environmental requirements, plans or policies as applicable.
3.5 Contractor shall comply with all applicable laws, government orders, and regulations (whether of Sultanate of Oman or otherwise) in performing its obligations under this Agreement.
3.6 No approval or consent or absence of comment by THE COMPANY shall affect the Contractor's obligations.
General Conditions For Works & Services Page 5
4 Contractor design
4.1 Contractor shall carry out design to the extent specified, as referred to in Scope of Work section of the contract documents. Contractor shall promptly submit to THE COMPANY all designs it prepares. Within 14 days of receipt THE COMPANY shall notify any comments or, if the design submitted is not in accordance with this Agreement, shall reject it stating the reasons. Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to THE COMPANY or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. Contractor shall resubmit all designs commented on taking the comments into account as necessary.
4.2 Contractor shall remain responsible for his tendered design and the design under this clause, both of which shall be fit for the intended purposes defined in this Agreement and it shall also remain responsible for any infringement of any patent or copyright in respect of the same.
5 Time for Completion
5.1 Contractor shall commence the Work on the Commencement Date and shall proceed expeditiously without delay in accordance with the Programme and shall complete the Work by the Scheduled Completion Date.
5.2 Within the time stated in Scope of Work section of the contract documents, Contractor shall submit to THE COMPANY a programme for the Work in the form stated in Scope of Work section of the contract documents.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

5.3 A Party shall notify the other as soon as it is aware of any circumstance which may delay or disrupt the Work. Contractor shall take all reasonable actions to mitigate such delays.
5.4 Subject to clause 5.3, Contractor shall be entitled to an extension of time to Completion if it is delayed for any of the following reasons:
5.4.1 Force Majeure;
5.4.2 Suspension under clause 7.3 unless it is attributable to Contractor's failure;
5.4.3 Any failure by the Employer;
5.4.4 Any delay or disruption caused by any Variation;
5.4.5 Any change to the law of this Agreement after the date of this Agreement.
5.5 Contractor's entitlement to an extension of time for Completion or additional payment shall be limited to the time and payment which would have been due had it given prompt notice and taken all reasonable actions.
5.6 On receipt of an application from Contractor, THE COMPANY shall consider all supporting details provided by Contractor and shall extend the time for Completion as appropriate. Once all works/services accepted and approved by The COMPANY, the COMPANY will issue a completion certificate.
6 Drawing and technical data
6.1 Contractor must comply with all general and specific requirements relating to drawings and technical data as set out in Scope of Work section of the contract documents. Any deviation from or modification to
General Conditions For Works & Services Page 6
specifications of the Works and Services as set out in Scope of Work section of the contract documents is subject to THE COMPANY's written approval.
6.2 Contractor shall when requested by THE COMPANY provide drawings and technical data for approval and/or record purposes. Any such approval shall not imply that THE COMPANY is responsible for the accuracy of any drawings or technical data other than its own.
7 THE COMPANY's rights and obligations
7.1 THE COMPANY shall provide the Site and rights of access thereto at the times set out in the Scope of Work section of the contract documents .
7.2 THE COMPANY shall, if requested by the Contractor, assist it in applying for permits, licences or approvals which are required for the Work.
7.3 THE COMPANY may, in its sole discretion, for any reason suspend all or part of the Work by written notice of not less than 7 days to Contractor and Contractor shall immediately make arrangements to stop all or such part of the Work as are specified in that notice and minimise expenditure related to those Work. When the reason for the suspension no longer exists, THE COMPANY shall direct Contractor to recommence the whole or the relevant part of the Work under this Agreement, provided that this clause shall not prevent Contractor terminating the Work if THE COMPANY suspends the Work for a period greater than 90 consecutive days and no notice to recommence the Work has been issued by THE COMPANY to Contractor.
8 Progress checks, inspections and tests
8.1 THE COMPANY shall be entitled to uncover and/or inspect the Work and any work thereon and to carry out any tests as it may require before acceptance. Contractor shall afford THE COMPANY every facility for such purposes, including access to Contractor's site at all reasonable times. Any such inspection or tests shall not in any way relieve Contractor from any of its obligations under this Agreement.
9 Taking over / Completion of Works and Services
9.1 When the Contactor believes it has completed the Works/Services, the Contractor shall send written notice thereof to the Employer, together with documentation sufficient for independent verification of such completion ("Completion Notice").
9.2 Employer shall accept or reject the Completion Notice in writing within (10) days after receipt thereof. If Employer accepts the Completion Notice, it shall deliver a certificate to such effect ("Completion Certificate") Employer shall notify Contractor when it considers that Contractor has completed the Work stating the date accordingly. Alternatively, the Employer may notify Contractor that the Work/Services, although not fully complete, are ready for taking over stating the date accordingly.
9.3 Employer shall take over the Work/Services upon the issue of this notice, If Employer rejects the Completion Notice then it shall provide its reasons in reasonable detail for the rejection and thereafter the Contractor shall take prompt corrective action, as necessary, to complete the Work/Service, and submit a new Completion Notice.
General Conditions For Works & Services Page 7
10 Defects liability / remedy period
10.1 If defects in the Work or Materials are discovered by Contractor or otherwise brought to the attention of Contractor by THE COMPANY either during the performance of the Work or within the Warranty Period, Contractor shall be responsible for remedying such defects at its own cost and/or for the cost of having such defects remedied in accordance with this clause 10.
10.2 Subject to Clause 10.1, the Contractor shall as soon as practicable upon discovery of any defect or upon receiving written notification from THE COMPANY specifying any defect, remedy the same at its own expense by performing remedial work. If Contractor fails within a reasonable time to perform the remedial work as required by THE COMPANY, THE COMPANY shall have the right to have the necessary remedial work performed by other contractors or sub-contractors. THE COMPANY shall recover from Contractor all costs associated with remedying such defect, either directly from Contractor or by deducting such costs from any monies due or which become due to Contractor. THE COMPANY shall use reasonable endeavours to mitigate such costs.
11 Delay
11.1 If Contractor has not commenced the Work/Services in time or fails to complete the Works and Services by the Scheduled Completion Date, then Contractor shall be considered in default of his obligations under the Contract.
11.2 If specified in Schedule of Prices section of the contract documents and without prejudice to THE COMPANY rights and remedies at law, Contractor shall become liable to pay THE COMPANY an amount as defined in the Schedule of Prices section of the contract documents for each day by which the Works and Services are delayed for any reason whatsoever, except for reasons attributable to THE COMPANY.
11.3 If part of the Works or Services are completed timeously and have been taken over by THE COMPANY and may be put into useful operation, the amount specified in 11.2 above shall be reduced proportionally.
11.4 The amount Contractor is liable to pay to THE COMPANY under this clause shall become due immediately the Works ad Services are in delay, without any notice or judicial intervention being required, and may be recovered by set off and/or deducted from Contractor's invoices.
11.5 In the event the delay is caused by an act or omission which constitutes gross negligence or wilful failure on the part of Contractor, the limitation as set out under this clause shall not apply.
12 Party Representatives
12.1 THE COMPANY shall appoint an THE COMPANY Contract Holder who shall be authorised to act for and on behalf of THE COMPANY in relation to this Agreement.

This is a computer generated order and it does not require a signature

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

12.2 Contractor shall appoint a Contractor Representative who shall be authorised to act for and on behalf of Contractor in relation to this Agreement.
General Conditions For Works & Services Page 8
13 No partnership
13.1 Nothing in this Agreement, and no action taken under this Agreement:
(a) creates a partnership;
(b) creates a relationship of principal and agent between any of the parties; or
(c) otherwise authorises any party to bind any other party.
14 HSE (If Applicable)
14.1 Contractor shall ensure that all personnel required to enter THE COMPANY's offices or sites in connection with this Agreement shall observe THE COMPANY's safety and environmental protection guidelines and THE COMPANY's work site specific safety rules and policy. In particular the rules for Personal Protective Equipment (PPE) will be followed. Any required PPE shall be provided by Contractor to its personnel at no additional cost to THE COMPANY.
15 In Country Value, (ICV) and Omanisation (If applicable)
15.1 The Contractor shall comply with all requirements, terms and conditions with respect to ICV and Omanisation that are included in the Tender Documents and these should form a condition of this Agreement.
15.2 Notwithstanding 15.1, where the Works and Services are being performed within the Sultanate of Oman, the Contractor shall at all times give preference to the employment of Omanis who possess the skill and training for the Works and Services and shall comply with any laws and regulations regarding the Omanisation of personnel and Omanisation schedule if such schedule forms part of this Agreement.
16 Variations
THE CONTRACTOR will not perform a Variation except pursuant to a Variation Order from The Company.. Upon receipt of a Variation Order, CONTRACTOR will promptly take such steps as are necessary to ensure that the Work/ Services identified in the relevant Schedules of the contract documents is amended to ensure the scope is in compliance with the Variation Order. At THE COMPANYs reasonable request, CONTRACTOR will promptly provide COMPANY with a written and detailed opinion of the effect, if any, of a requested Variation including on pricing and/or the Scope and Delivery Dates).
CONTRACTOR will not unreasonably withhold or delay agreement on a Variation Order. If COMPANY and CONTRACTOR do not promptly reach agreement on the effects of a requested Variation, COMPANY may issue an interim Variation Order and CONTRACTOR will at COMPANY's request nevertheless promptly proceed with performing the Variation within the reasonable capabilities and resources of CONTRACTOR as required by the interim Variation Order pending agreement on the effects. Once such effects are agreed or settled by dispute resolution, the interim Variation Order will be replaced by the
General Conditions For Works & Services Page 9
agreed Variation Order. The CONTRACTOR will use reasonable efforts to minimize the costs and schedule impact of a Variation on THE COMPANY for any Variations Order and its implementation.
16.1 Contractor shall submit to THE COMPANY an itemised make-up of the value of Variations and claims within 28 days of the instruction or event giving rise to the claim. THE COMPANY shall check and if possible agree the value.
16.2 Variations shall be valued as follows:
16.2.1 as a lump sum price agreed between the Parties; or
16.2.2 where appropriate, at rates set out in this Agreement; or
16.2.3 if THE COMPANY so instructs, at other rates set out in the Schedule of Prices section of the contract documents for which Contractor shall keep records of hours of labour and Contractor's Equipment and of Materials used.
16.3 In the absence of agreement, THE COMPANY shall determine the value.
16.4 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
17 Licences and Permits
17.1 Contractor shall obtain and maintain, or procure to obtain and maintain, at its own risk and expense, such authorisations, approval, permits and licences as may be necessary for the performance of the Works and Services and which are required to be obtained and maintained in Contractor's name.
18 IP / software
18.1 Where, as part of the Work and Services performed under this Agreement, Contractor provides licensed software, Contractor shall provide THE COMPANY with a non-exclusive licence to use the software solely for THE COMPANY's operational purposes.
18.2 THE COMPANY agrees to defend, indemnify and hold harmless Contractor from all damages and third party claims causes of action or damage arising from unauthorised use of the licensed software.
19 Patent rights
19.1 Contractor shall release, defend, indemnify and hold THE COMPANY harmless against all claims, liabilities, damages, losses, costs and expenses (including lawyers' fees) concerning infringement or alleged infringement of any patent, registered design, trade mark, service-mark, copyright or other intellectual property rights which may arise from anything done by or for Contractor in relation to the Work performed under this Agreement.
20 Payment
20.1 The Price of the Work shall be the amount set out in the Schedule of Prices section of the contract documents. The Price is the total amount due to be paid by THE COMPANY to the Contractor in respect of satisfactory performance by the Contractor of its obligations under this Agreement.
General Conditions For Works & Services Page 10
20.2 The Price is inclusive of amounts in respect of any applicable taxes duties or similar charges. No extra charges shall be effective unless agreed in writing and signed by THE COMPANY.
20.3 The Contractor may invoice THE COMPANY for the Services performed on or at any time after Completion or as set out in the Schedule of Prices section of the contract documents.
20.4 THE COMPANY shall pay correctly rendered invoices within forty five (45) days of receipt of the invoice subject to Completion. Payment shall be made to the Contractor's bank account. In the event of a dispute over all or any part of an invoice, THE COMPANY shall pay the undisputed part in accordance with this Clause 20.4 and the Parties shall discuss in good faith to resolve the disputed part.
20.5 THE COMPANY may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Contractor against any amounts payable by it to the Contractor under this Agreement.
Witholdholding tax: Where, under the provisions of any applicable laws, THE COMPANY is required to deduct or withhold any amount, as tax The Company will deduct or withhold the specified amount or rate from any amount payable to CONTRACTOR. Where The Company makes any such deduction or

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

withholding, The Company will in a timely manner provide CONTRACTOR with official written receipts or other evidence in respect of such deduction or withholding. If The Company does not provide such receipt or other evidence and CONTRACTOR is required to pay such tax, The Company may reimburse CONTRACTOR the amount not exceeding the amounts so withheld, but only upon production of tax clearance certificate by the CONTRACTOR. Where CONTRACTOR demonstrates that it is exempted from any statutory deductions, it will inform The Company and provide The Company with a valid certificate of exemption or immunity from the relevant authority to support its case. The Company may act on the information given at its discretion and will not be liable to CONTRACTOR or any other person or body if The Company applies the statutory deduction according to the law of Oman.

20.6 If Contractor becomes obliged by a competent authority in the Sultanate of Oman to charge or impose Value Added Tax (VAT) then it shall do so and Company shall pay such amount, excluding any penalties and/or fines imposed by the competent authority in this regard, in accordance with Law. The proper amount of such tax shall be shown by Contractor as separate item on the invoice and such amount shall be added to the total invoiced amount. Contractor shall provide such documentation and such other evidence as is necessary for Company to claim any relevant credit for the Value Added Tax. For the avoidance of doubt, Contractor is liable to pay any imposed Value Added Tax to the competent authority in accordance with Law and shall save, hold harmless and indemnify Company accordingly.

21 Audit rights

21.1 THE COMPANY and its representatives shall have the right, at all reasonable times, to inspect and audit any of Contractor's records, including data stored on computers, books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind in connection with this Agreement and/or all transactions related thereto as may be necessary in the opinion of THE COMPANY to verify that the requirements of this Agreement are being met and shall have access to all information

General Conditions For Works & Services Page 11

relating to the rates and prices as may reasonably be required to verify payments made to or by Contractor under or pursuant to this Agreement.

21.2 Such inspections and audits may be carried out by THE COMPANY in respect of this Agreement at any time until expiry of twenty four (24) months from the end of the calendar year in which this Agreement is terminated or completed. THE COMPANY shall use all reasonable endeavours to conduct any such inspections and audits in a manner which shall result in a minimum of inconvenience to Contractor.

22 Liability & Indemnity

22.1 Contractor shall be responsible for and shall save, indemnify, defend and hold harmless THE COMPANY from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

22.1.1 loss of or damage to any property of Contractor whether owned, hired, leased or otherwise provided by Contractor arising from or relating to the performance of this Agreement;

22.1.2 personal injury including death or disease to any person who is an employee of Contractor arising from or relating to the performance of this Agreement; and

22.1.3 subject to any other express provisions of this Agreement, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Contractor.

22.2 The Contractor shall compensate the Employer for any loss, damage or expenses suffered by it as a result of a breach on his part of his contractual obligations. In the case of damage to property due to simple negligence, the Contractor's liability shall be limited to the total value of the Contract unless otherwise stipulated.

23 Insurance

23.1 Without in any way limiting or detracting from Contractor's liabilities under any other provisions of this Agreement or the law, Contractor shall on or before the Commencement Date, at its own cost and expense, take out and maintain for the duration of the Contractor's liability under this Agreement and the law, each of the insurances set out below with reputable insurers reasonably acceptable to THE COMPANY.

23.1.1 any insurance which may be required by law for or with respect to the Contractor Personnel;

23.1.2 adequate liability insurance for motor vehicles and mobile equipment (owned, non-owned or hired units) employed by the Contractor or any Subcontractor in connection with the performance of the Contract;

23.1.3 adequate third party liability insurance to cover his liabilities under the Contract with respect to THE COMPANY and third parties.

23.2 Each Insurance effected by Contractor pursuant to this Agreement shall:

General Conditions For Works & Services Page 12

23.2.1 be on terms satisfactory to THE COMPANY and include an express wavier of subrogation in favour THE COMPANY;

23.2.2 comply with the relevant laws; and

23.3 Contractor shall procure where permitted by law, that each of the insurances, contains a waiver by the Contractor's insurers of all rights of subrogation which they might otherwise be able to exercise against THE COMPANY, its officers, directors, employees, agents and appointed representatives.

23.4 The insurances shall provide that THE COMPANY is entitled to not less than 30 days' notice from the insurers prior to cancellation, termination or alteration of cover. Contractor or its personnel, subcontractors, consultants, representatives and agents shall not do or omit to do anything which might void any of the insurances.

23.5 If Contractor fails to effect or keep in force any of the insurances, THE COMPANY shall have the right, without prejudice to any other rights and remedies available to THE COMPANY, to effect and keep in force that insurance and pay the premium necessary for that purpose, and:

23.5.1 from time to time deduct the amount so paid by THE COMPANY in respect of that premium from any monies due or which may become due to Contractor; or

23.5.2 recover the same as a debt from Contractor,

23.6 provided that if THE COMPANY does not exercise that right, it shall not be construed as a waiver of such failure by Contractor or of any other right of THE COMPANY.

24 Consequential Loss

24.1 Except to the extent of any agreed remedies expressly provided for in this Agreement but notwithstanding anything else to the contrary in this Agreement, neither THE COMPANY or Contractor shall be liable to the other for any Consequential Loss which may be suffered by the other in connection with this Agreement.

25 Applicable law and dispute resolution

25.1 This Agreement shall be governed and construed in accordance with the laws of the Sultanate of Oman. Unless otherwise agreed, any dispute arising out of or in connection with this Agreement which cannot be resolved to the mutual satisfaction of the Parties then the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Oman to resolve any matter in dispute.

This is a computer generated order and it does not require a signature

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

25.2 If any of the provisions of this Contract are held to be invalid or unenforceable under applicable law, the remaining provisions shall not be affected, and any such invalidity or unenforceability shall not invalidate or render unenforceable that provision in any other jurisdiction. In such event, the Parties agree that the provisions of this Contract shall be modified and reformed so as to effect the original intent of the parties as closely as possible with respect to those provisions that were held to be invalid.
25.3 This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
General Conditions For Works & Services Page 13
26 Force Majeure
26.1 Except as may be specifically otherwise provided in this Agreement, neither Party shall be liable for delays in performance or for non-performance directly occasioned or caused by Force Majeure. Force Majeure means Acts of God, war (declared and undeclared), riots, civil commotion, revolution, hostilities, epidemics, blockades, nuclear hazards, extreme weather conditions, acts of any Government causing a political embargo or other political restraint adversely affecting the freedom to transact business with or in the Sultanate of Oman and any other similar cause or of equivalent force occurring within the Sultanate of Oman which is beyond the control of the Parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfilment of a particular term of this Agreement. Strikes, lockouts or differences with workers which are limited to Contractor's personnel or those of Contractor's sub-Contractors and inability of either Party to secure funds shall not be regarded as Force Majeure.
26.2 A party whose performance of its obligations under the Contract is delayed or prevented by Force Majeure will without delay:
(a) notify and inform the other party on an ongoing basis of the nature, extent, effect (including on the supply of Scope) and likely duration of the events constituting the Force Majeure;
(b) use all reasonable efforts to minimise the effect of the Force Majeure on performance of its obligations under the Contract including the supply of Scope; and
(c) promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the effect of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Contract.
26.3 Where the Contractor is materially prevented or delayed from performing the Works/ Services by an event of Force Majeure for a period exceeding (20) consecutive days, THE COMPANY may terminate the Agreement by giving written notice of termination.
27 Assignment and sub-contracting
27.1 Contractor may not assign, subcontract or transfer any part of this Agreement or the obligations of Contractor under or related to this Agreement without the prior written approval of THE COMPANY. Approval by THE COMPANY of any new Contractor or sub-contractor shall not relieve Contractor from its responsibility for performance of the part of this Agreement that is subcontracted.
27.2 The Contractor shall not subcontract the whole of the works/services.
28 Confidential Information
28.1 All information obtained by Contractor for or in connection with this Agreement shall be considered confidential and shall not be used by Contractor other than for the purposes of performing the Work or Services, or divulged by Contractor, its servants or agents to any person, firm or corporation other than THE COMPANY designated representative.
General Conditions For Works & Services Page 14
28.2 The foregoing restrictions shall not apply to any information disclosed by THE COMPANY to Contractor which:
28.2.1 at the time of disclosure is in the public domain, or
28.2.2 after disclosure becomes part of the public domain, or
28.2.3 Contractor can show was rightfully in its possession at the time of disclosure without limitation or restriction as to use or disclosure, and was not acquired directly or indirectly from THE COMPANY, or
28.2.4 Contractor rightfully receives from any third party who did not receive such information directly or indirectly from THE COMPANY with limitation or restriction as to use or disclosure.
28.2.5 The Contractor is required by law.
29 Termination
29.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
29.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
(a) In the event of the failure, refusal or inability of the Contractor to perform any part of the Work in accordance with the Contract, the Employer may give notice of default to the Contractor stating the details of such failure. If the Contractor within five (5) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Employer to remedy such failure, the Employer may issue a notice of termination, without prejudice to any other rights or remedies which the Employer may have under the Contract.
(b) the Contractor stops work for (30) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(c) the Employer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
(d) the Employer or the Contractor is made bankrupt or goes into liquidation.
(e) a payment certified and is not paid by the Employer to the Contractor within 84 days of the date of the Employer's certificate;
(f) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(g) the Contractor does not maintain a Security, which is required; and
(h) the Contractor has delayed the completion of the Works and Services by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the contract document.
(i) The Employer shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss or damage resulting from such a termination if the Contractor, any Subcontractor, Contractor Personnel or representative of the Contractor or any Subcontractor, with the intention of obtaining an improper business advantage, either, enters into any business arrangements, or, pays
General Conditions For Works & Services Page 15
any commissions or fees, or grants any rebates to, or gives any gifts or entertainment to, any officers, employees or agents of the Employer, or, commits any other act with such an intention.
29.3 When either party to the Contract gives notice of a breach of Contract for a cause other than those listed under this clause above, the Employer shall

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

decide whether the breach is fundamental or not.
29.4 Notwithstanding the above, the Employer may terminate the Contract for convenience at any time by giving Contractor written notification specifying the date of termination. The Employer shall pay Contractor for Services satisfactorily performed and accepted up to the date of termination and other reasonable associated direct costs incurred in complying with The Employer's instructions. In no event shall Contractor be entitled to any prospective profits or any damages resulting from such termination.
29.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
30 Costs
30.1 Each Party shall pay its own costs incurred in connection with the negotiation, preparation, execution and performance of this agreement and any documents referred to herein.
31 Waiver
31.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
32 Language
32.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail in case of any discrepancy.
32.2 Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.
33 Notices
30.1 All notices under the Contract shall be in writing.
30.2. Notice to either party shall be given at the address stated in the Contract and any change of such address shall be notified to the other party in writing.
30.3. Notices shall be effective:
General Conditions For Works & Services Page 16
a) if delivered by hand, at the time of delivery;
b) if sent by fax, at the time of receipt of the fax;
c) if sent by email, at the time of delivery;
d) if sent by registered mail, postage prepaid, ten (10) days after the date of mailing of the registered letter.
34 Anti-Bribery and Corruption
34.1 Definitions
Person: - third party including, but not limited to: government officials (including directors, officers and employees of government owned and/or controlled entities); any director, officer or employee of THE COMPANY or its subsidiaries, or their relatives; any candidate for public office; or any agents or intermediaries of any of the foregoing
34.2 The Contractor agrees and confirms that, in connection with the award or execution of the Agreement, and any and all transactions contemplated by this Agreement, it will fully comply with all applicable legislation relating to anti-bribery and anti-corruption, including, but not limited to, Royal Decrees (including: Royal Decree 7 of 1974 promulgating the Oman Penal Code; Royal Decree 112 of 2011 promulgating the Law of the Protection of Public Funds and Avoidance of Conflicts; and Royal Decree 64 of 2013 ratifying the United Nations Convention Against Corruption), regulations, ministerial directions and orders of the Sultanate of Oman.
34.3 The Contractor agrees and confirms that it, and each of its affiliates, and their respective directors, officers, employees, agents and any other person acting on its, or their, behalf has not, and will not, directly or indirectly, make, offer, authorise, promise, mediate or become any way involved in a payment or transfer of anything in value, including the provision of any advantage or any showing or providing favour or disfavour to anybody, or any service, gift, entertainment, promise, reward, rebate, discount, contribution, commission, incentive, inducement, to any Person which is intended to be, or could reasonably be construed or perceived as being, an inducement or reward for that Person doing or not doing any act, or promising to do or not to do any act.
34.4 The Contractor agrees and confirms that, in connection with the award or execution of the Agreement, and any and all transactions contemplated by this Agreement, it has and will apply effective anti-bribery and corruption reporting and disclosure controls and procedures and has and will maintain internal accounting systems that are sufficient to show, in reasonable detail, all transactions undertaken in relation thereto.
34.5 Without prejudice to any other rights that the Contractor may have under law or otherwise, should the Contractor be considered to be in breach of any of the above provisions, THE COMPANY may, upon written notice, immediately disqualify the Contractor from bidding, quoting, tendering, applying for or otherwise entering into the proposed Agreement or terminate this Agreement (as the case may be) and refuse to allow the Seller to bid, quote, tender, apply or enter into any further or future purchase orders, contracts or agreements with THE COMPANY.
34.6 The Contractor shall defend, indemnify and hold THE COMPANY harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach of its
General Conditions For Works & Services Page 17
commitments in this clause. This indemnity obligation shall survive termination or expiration of this Agreement.
35 Business Ethics
35.1 In connection with Consultants performance of this Agreement, Consultant undertakes that it will undertake and agree to act consistently with and to adhere to the principles of THE COMPANY General Business Principle in connection with Consultant's performance of this Agreement. Failure to comply with this provision may constitute a Material Default giving rise to termination pursuant to Clause 30 (Termination).
36 Quality Assurance
36.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
36.2 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM

Purchase Order

Purchase Order No:	PO-22-0340

shows that it does, the Contractor shall pay for the test and any samples.

Received by NSD/FARA Registration Unit 01/05/2023 10:47:10 AM