

GENERAL CONDITIONS OF AGREEMENT

PROCUREMENT OF CONSULTANCY SERVICES

(organization, institution, foundation, firm or company - whether public, quasi-public or private)¹

APPENDIX (B) TO THE AGREEMENT FORM AND SPECIAL CONDITIONS OF AGREEMENT

These General Conditions of Agreement (GCA) apply to Consultancy Services procured under IsDB's administrative budget for its own institutional use. The GCA read in conjunction with the Special Conditions of Agreement (SCA) and other Agreement Documents listed therein, is a complete document expressing the rights and obligations of IsDB and the Consultant. The GCA shall not be altered without the clearance of IsDB Legal Division. Any technical, commercial and operational changes and complementary information, which may be needed, shall be introduced only through the SCA.

¹ These GCA do not apply to individual consultants for which separate documentation must be used.

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1. Definitions and Interpretation

1.1 Definitions:

Unless otherwise required by the context, the following terms, whenever used in the Agreement Documents, shall have the respective meanings shown against each:

Agreement Documents:	consists of the documents listed in the Agreement Form, which shall mainly include the Agreement Form, the SCA , the GSA and any other document duly appended thereto by the Parties in the form of an amendment, addendum, annexure, annex, appendix or supplement in relation to any aspects of the Services. Such documents may relate inter alia, to the terms of references, scope of Services, technical and financial bid proposals, fee schedule, letter of acceptance of bid, any written Notice or communication issued by IsDB to the Consultant in relation to the Agreement, data privacy information or requirements, any other compulsory regulatory certificate, license or document required from the Consultant in relation to the provision of the Services and any amendments thereto.
Agreement Form:	the IsDB standard Agreement Form to be executed between the Parties in order to conclude the Agreement in relation to the provision of the Services. The Agreement Form contains the full names of the Parties, the subject matter of the Agreement, the Agreement Documents, the signatures of the Parties, and the SCA appended to it.
Agreement Period:	the period comprising of the date on which the Consultant shall commence the performance of the Services until the date on which the Consultant shall properly complete the Services, as referred to in section 4 and specified in the SCA .
Agreement Price:	the price stated in the SCA payable to the Consultant for the full and proper performance of the Services and its other contractual obligations and subject to acceptance thereof by IsDB.
Agreement:	the agreement entered into between IsDB, as the purchaser of the Services, and the Consultant, using the standard Agreement Form.
Articles of Agreement:	the Articles of Agreement establishing the Islamic Development Bank, ratified/accepted by its member countries.
Authorized Representatives:	the persons named in the SCA as authorized to represent the respective Parties in sending and/or receiving Notices and communications related to the Agreement.
Consultant:	the duly existing legal entity, organization, institution, foundation, firm or company (whether public, quasi-public or private) named in the SCA that has undertaken to have the full legal, technical, professional, practical and logistical abilities, skills and resources to deliver the Services to IsDB pursuant to the Agreement and. This includes the Consultant's personnel, representatives, successors and permitted assignees.
Consultant's Personnel:	the Consultant's staff or other personnel identified in the SCA and assigned by the Consultant for performing the Services.

CPD:	the Corporate Procurement Division of IsDB.
CPP:	the Corporate Procurement Policy of IsDB.
Data Privacy Guidelines	the IsDB Personal Data Privacy Guidelines (as amended from time to time) by which the IsDB controls and processes the Personal Data, as referred to in section 13 (Data Protection).
Day:	the period between one midnight and the next based on Gregorian calendar.
Default:	any breach of the obligations of a Party (including but not limited to breach of a fundamental term) or any other default, act, omission, including gross negligence or wilful misconduct of a Party in connection with or in relation to the subject-matter of the Agreement and in respect of which such Party is liable to the other.
Delay:	delivery or performance of the Services or any part thereof beyond the Delivery Date or Dates specified in the SCA .
Deliverables:	include, but are not be limited to, all plans, reports, drawings, manuals, materials and other documents or other creative work (including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein whether on paper, disk, tape, digital file or any other media developed or prepared by the Consultant or the Consultant's Personnel in the course of performing the Services for IsDB.
Final Acceptance:	the written confirmation given by IsDB that the Services and Deliverables properly completed by the Consultant have been delivered to IsDB and found in compliance with the requirements provided in the SCA .
Force Majeure:	refers to any situation or event, which is beyond the reasonable control of the Party relying on it and the Party could not have reasonably foreseen, or which though foreseen, was inevitable, which makes it impossible for the Party to carry out in whole or in part its obligations under the Agreement notwithstanding the exercise of reasonable care by the Party. Force Majeure includes, without limitation, strikes, riots, wars, revolutions, civil disorder, fires, pandemics, epidemics, blockage or embargo, unusually severe/adverse weather, cyclones, earthquakes, explosions, acts of God or state or any public enemy; or acts mandated by any applicable laws, promulgations, ordinances, regulations, demands or orders (whether valid or invalid) of any governmental body or authority or representative of any such government including restrictive trade regulations, strikes, shutdowns, quarantine restrictions, mandatory lockdowns, labour disputes (other than in each case by the Party seeking to rely on Force Majeure); visa or work permit related requirements which are not instigated for the purpose of avoiding obligations, or any other circumstances beyond the reasonable control of the defaulting Party and occurring notwithstanding the exercise of reasonable care by the defaulting Party. Force Majeure shall not be deemed to include (i) ordinary unfavourable weather conditions; (ii) any event which is caused by

	the negligence or intentional action of a Party or such Party's Personnel or agents; (iii) any event which a diligent Party could reasonably have been expected to take into account at the time the Agreement was entered into, and avoid or overcome in the carrying out of its obligations hereunder; or (iv) the insufficiency of funds, inability to make any payment required under the Agreement, or any economic conditions, including but not limited to inflation, price escalations, or labour availability.
GCA:	these General Conditions of Agreement.
Gross negligence or Wilful Misconduct:	a marked departure from the standard of conduct of a reasonable person in the same profession acting in the same circumstances at the time of the alleged misconduct, which shall include an act or omission carried out or not carried out by a person with a conscious, wilful and reckless disregard for the harmful foreseeable and avoidable consequences of such act or omission.
Host Country Agreement:	refers to the following: <ul style="list-style-type: none"> (i) In the case of IsDB Headquarters in the City of Jeddah, the "Islamic Development Bank Headquarters Agreement between the Government of the Kingdom of Saudi Arabia and the Islamic Development Bank"; and (ii) In the case of an IsDB office outside Saudi Arabia, the agreement signed between the government of the relevant host country and IsDB in relation to the establishment of the IsDB office in that country.
IsDB Personnel:	IsDB staff or other personnel assigned by IsDB to coordinate with the Consultant to the extent necessary on the part of IsDB in order to support the Consultant to perform the Services. The names and titles of such personnel shall be provided in the SCA or otherwise communicated to the Consultant.
IsDB Premises:	refers to the following: <ul style="list-style-type: none"> (i) In the case of IsDB Headquarters, the Headquarters of the Islamic Development Bank located in the City of Jeddah, Kingdom of Saudi Arabia, as per the detailed address provided in the SCA; and (ii) In the case of an IsDB office other than the IsDB Headquarters, the concerned office the location and address of which is provided in the SCA.
IsDB:	the Islamic Development Bank, an international financial institution established under the Articles of Agreement.
Month:	any period of one month according to the Gregorian Calendar.
Notices:	all written communication required under the Agreement to be exchanged between the Parties, including communication containing requests, permissions, authorizations, clearances, consents or approval, in accordance with section 21.
Party" or "Parties":	either or both IsDB and the Consultant, as the case may be.

Sanctionable Practices:	the acts or practices prohibited under IsDB's Integrity Policy and Anticorruption Guidelines and referred to under section 6.
SCA:	the Special Conditions of Agreement provided in the Appendix (A) to the Agreement From.
Services:	<p>the services fully described in the SCA, as amended or modified from time to time by agreement between the Parties, including the Deliverables.</p> <p>For avoidance of doubt, the term Services shall mean intellectual services provided by professional firms to help IsDB in a wide range of activities, including but not limited to, policy advice, institutional reforms, management, engineering design, construction supervision, financial services, audit, procurement services, social and environmental studies, project appraisals, preparation, implementation, monitoring and evaluation, professional services (or managed services for day-to-day support), and other advisory services.</p>
User Unit:	the organization unit in IsDB as identified in the SCA , which requested for the procurement of the Services and is directly responsible for receiving and accounting for the Services subject to the provisions of the Agreement.

1.2 Interpretation:

- (a) The headings shall not limit, alter or affect the meaning of any provision in the Agreement.
- (b) Words importing the singular also include the plural and the masculine includes the feminine and vice versa, unless the context otherwise requires.
- (c) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Appointment of the Consultant**

- 2.1 IsDB hereby appoints the Consultant for the performance of the Services on the terms and conditions set forth in the Agreement, and the Consultant accepts the appointment and undertakes to perform the Services.
- 2.2 Insofar as the Consultant comprises more than one entity associated together for the purpose of performing the obligations hereunder, all such entities shall be jointly and severally liable for the obligations of the Consultant under the Agreement. Such entities shall designate and authorize one of their members to liaise on their behalf with and represent them vis-à-vis IsDB who shall be entitled to deal with them through such representative.

3. **Relation between the Parties**

Nothing stated herein shall be construed as establishing a relation of master and servant or principal and agent between the Parties.

4. Commencement and Completion of the Services

Unless otherwise agreed between the Parties, the Services shall be commenced and completed within the Agreement Period stipulated in the SCA and subject to the terms of the Agreement.

5. Obligations of the Consultant

5.1 Standard of Performance: The Consultant's Personnel shall perform the Services and carry out all their obligations under the Agreement with all due care, skill, efficiency and diligence in accordance with the highest standards recognized in the profession. In performing the Services, the Consultant's Personnel shall act as the faithful adviser of IsDB. Any approval by IsDB of any reports, plans, or any other documents or recommendations made by the Consultant's Personnel shall not absolve the Consultant of any of its obligations under this provision.

5.2 Ethical Conduct: Without prejudice to the above, the Consultant undertakes to select for the implementing the Services reliable persons who will perform effectively, respect the local customs, and conform to a high standard of moral and ethical conduct. The Consultant shall establish appropriate programmatic safeguard measures in the design and implementation of the Services, thereby promoting the shared values, norms and standards of the international community. These measures include respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards. Without limiting the generality of this paragraph:

- (i) The Consultant shall comply [and ensure that the Consultant's Personnel and sub-contractors comply] with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Agreement.
- (ii) The Consultant shall take all appropriate measures to prevent sexual exploitation and abuse of anyone by any employee or personnel involved in the implementation of the Services. The Consultant shall also take all appropriate measures to prohibit any employee or personnel engaged on the Services from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any exploitative or degrading sexual activities. The Consultant shall further ensure that none of such employees or personnel expose any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.
- (iii) The Consultant agrees that breach of this provision is a breach of an essential term of the Agreement.

5.3 Special Provision regarding the Financing of Terrorism: The Consultant confirms that, consistent with United Nations Security Council Resolutions relating to terrorism, including Security Council resolutions 1373 (2001) and 1267 (1999) and related resolutions, it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Consultant recognizes its obligation to comply with any applicable sanctions imposed by the United Nations Security Council in addition to any other sanctions regime to which it is subject. In addition to complying with any laws to which it is subject, the Consultant will use all reasonable efforts to ensure that the funds transferred to it in accordance with the Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any United Nations Security Council sanctions regime. If, during the term of the Agreement, the Consultant determines there are credible allegations that funds transferred to it in accordance with the Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as

designated by any United Nations Security Council sanctions regime, it will as soon as it becomes aware of it inform the Bank and, in consultation with the Bank, determine an appropriate response.

- 5.4 Observing IsDB Safety and Security Regulations: To the extent applicable to the Consultant's provision of Services under the Agreement, the Consultant agrees to review all IsDB security rules and regulations. The Consultant shall require that all the Consultant's Personnel performing the Services in IsDB's Premises observe such rules and regulations including, but not limited to, those relating to health, safety and security.
- 5.5 Specialist Advice and Services: Where specialist technical advice, not being within the contemplation of the scope of Services stated in the SCA, is required, the Consultant may with the prior written agreement of IsDB, arrange for the provision of such specialist services, and IsDB shall either pay for such services or reimburse the Consultant for all reasonable costs relating thereto. However, the Consultant shall retain full and un-severable responsibility for all the Services including the specialist technical advice and assistance which is obtained.
- 5.6 Sub-Contracting: The Consultant shall not subcontract any part of the Services or any of its obligations under the Agreement to any third party except with the prior written consent of IsDB. Any such third party and the terms and conditions of the subcontract made with it as well any modifications or termination thereof shall not contradict the terms of the Agreement and shall be subject to the approval of IsDB in writing.

Notwithstanding any such approval, the Consultant shall remain fully responsible for the performance by any such sub-contractor of the part or parts of the Services so subcontracted as well as for any other obligations hereunder in relation thereto.

- 5.7 Confidentiality: Without prejudice to the provisions of any separate non-disclosure agreement or similar confidentiality obligations entered into between the Consultant and IsDB (whether before or after the date of this Agreement), the Consultant shall keep all work and Services carried out hereunder entirely confidential, and not use, publish, or make known to any persons other than the Consultant's Personnel and sub-contractors any information, whether developed by the Consultant under Agreement or provided by IsDB, without IsDB's prior written authorization. For the avoidance of doubt, IsDB shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences. The foregoing obligations shall not apply to any information that was in the Consultant's possession prior to commencement of Services under the Agreement, or which is or shall become available to the general public in a printed publication through no fault of the Consultant.
- 5.8 When consulted by the news media, or any third party, about the Agreement or the Services carried under the Agreement, the Consultant shall refer the request for information to IsDB for its response. IsDB shall be the only Party making public representations regarding IsDB, the Agreement, and/or the Services performed under it.
- 5.9 IsDB shall treat information received from the Consultant and that the Consultant has marked as proprietary or confidential in the same manner as IsDB treats its own proprietary or confidential information.
- 5.10 Notwithstanding anything to the contrary in the Agreement, neither Party may disclose confidential information of the other to a third party except as may be required by law, statute, rule or regulation (including professional standards and regulations and tax advice), including any subpoena or other similar form of process, provided that the Party to which the request

is made must provide the other Party with prompt prior written notice (where permitted by law) and allow the other Party to seek a restraining order or other appropriate relief.

- 5.11 Notwithstanding the provisions above, IsDB reserves the right to publicly disclose the Agreement award information – specifically, in relation to the Consultant, the name of the Consultant receiving the Agreement and its country, a brief description of the Services, and the Agreement Price. The Consultant’s proposal and contractual documents will remain confidential and therefore not subject to disclosure.
- 5.12 The obligations established in the above provisions relating to confidentiality shall in no way limit the Consultant’s internal use of the work created as part of the Services.
- 5.13 Ownership of Deliverables and Copyrights: The Deliverables shall be considered as work made for hire and shall, therefore, become and remain the exclusive property of IsDB. IsDB shall be the sole proprietor of the Deliverables from the time of their creation and shall own all rights, titles and interests therein throughout the world including, without limitation, the copyright and all related rights. While in the custody of the Consultant or the Consultant’s Personnel, the Deliverables shall be fully available to IsDB. The Consultant and the Consultant’s Personnel shall, not later than the date of completion of the Services or the premature termination thereof, deliver all such Deliverables to IsDB together with a detailed inventory thereof.
- 5.14 To the extent that it is determined that any part of the Deliverables does not qualify as work made for hire or all right, title and interest in them does not otherwise vest in IsDB by operation of law, then the Consultant hereby irrevocably transfers and assigns to IsDB (including by way of present and future assignment or intellectual property rights) with full title guarantee all of its right, title and interest in and to such part of the Deliverables, throughout the world and in perpetuity, to the extent possible, including without limitation all of its rights, titles and interests in copyright and related rights, free of any claim by the Consultant or any other person or entity. For Deliverables in respect of which intellectual property rights are assigned to IsDB pursuant to this section, the Consultant shall ensure that each Consultant’s Personnel irrevocably waives all its, and will procure the waiver by all third parties of all their, moral rights in such Deliverables to the extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds legal title in these rights and inventions on trust for IsDB.
- 5.15 Under no circumstances shall the Consultant use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of or in connection with, the Deliverables including derivative works, in whole or in part, without IsDB’s prior written consent.
- 5.16 All right, title and interest (including, without limitation, rights in patents, trademarks, copyright, and related rights) in the Consultant’s pre-existing proprietary intellectual property used and included in the Deliverables (the “Pre-Existing Intellectual Property”) shall remain with the Consultant. The Consultant hereby grants IsDB an irrevocable, royalty-free, worldwide license to use, disclose, reproduce, publish, distribute or display copies to the public, or modify or prepare derivative works of such Pre-Existing Intellectual Property, in whole or in part, without the prior written consent of the Consultant. The Consultant shall provide IsDB, within thirty (30) Days of the Agreement award, a list of the Pre-Existing Intellectual Property it intends to include in the Deliverables and shall supplement such list as and when additional Pre-Existing Intellectual Property is included in the Deliverables. The Consultant shall own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any Deliverables), which the Consultant may have discovered or created as a result of the Services

(the "Consultant's Materials"). IsDB has a nonexclusive, non-transferable license to use any of the Consultant's Materials included in the Deliverables or Services for IsDB's own internal use as part of those Deliverables or Services.

- 5.17 For the avoidance of doubt, the ownership and all related rights to any materials other than the Deliverables and the Consultant's Materials, which may be provided to IsDB directly or through the Consultant by any third party that shall be duly owning them, shall remain vested in such third party.
- 5.18 Ownership of Equipment: Equipment furnished to the Consultant by IsDB or purchased out of funds wholly provided or reimbursed by IsDB shall be the exclusive property of IsDB and shall be so marked. the Consultant shall transfer such equipment to IsDB in accordance with the instructions of IsDB. Upon completion, expiration or termination of the Services the Consultant shall furnish to IsDB an inventory of the said equipment and remaining materials and shall dispose of same as directed by IsDB. All IsDB property, including but not limited to equipment, drawings, research, writings, data in any format (including electronic), or other information furnished to the Consultant by IsDB for use in the performance of the Agreement, shall at all times be the exclusive property of IsDB. Upon completion, termination or expiration of the Agreement, or at such other times as IsDB may direct, the Consultant shall return to IsDB all such property, at the Consultant's expense.
- 5.19 Reporting: The Consultant shall submit to IsDB the reports and documents, if applicable (whether part of the Deliverables or not), as specified in the SCA, in the form, language or languages, number of copies and within such periods as specified in the SCA.
- 5.20 Visas: If the Consultant's Personnel require visas in relation to the performance of the Services, the Consultant shall be fully responsible, at own cost, for obtaining such visas or other applicable entry-exit permits for the Consultant's Personnel, and where applicable for their dependents, and such other licenses or permits as may be necessary. IsDB may, without being obliged to, provide possible assistance in this respect the Consultant's cost. For the avoidance of doubt, in order to prevent any Delays in relation thereto, the Consultant is expected to have made the necessary enquiries and have made itself acquainted with such visa or other requirements and procedures prior to signing the Agreement.
- 5.21 Insurance and Medical Expenses:
- (a) The Consultant shall alone be responsible for taking out and maintaining at its own cost any insurance policy (including medical insurance, life insurance, travel insurance etc.), and coverage applicable to the Consultant and/or Consultant's Personnel as required by applicable laws and regulations and/or as required by the terms of the contracts between the Consultant and the Consultant's Personnel.
 - (b) The Consultant shall, upon request by IsDB, produce evidence that the aforesaid insurances have been taken and maintained and that the current premiums therefore have been paid. For the avoidance of doubt, the Consultant's failure to comply with paragraph (a) above and/or this paragraph shall not, in any manner shift the Consultant's liability or responsibility in relation thereto to IsDB.
 - (c) IsDB may, at its sole discretion, allow the Consultant's Personnel access to IsDB clinic and health services within working hours during the Agreement Period in accordance with IsDB's internal rules and procedures. However, the Consultant's Personnel shall alone be responsible for the payment of any costs of prescription and any other medical expenses they may incur as a result of any illness during the course of the Services.

6. Sanctionable Practices

- 6.1 In accordance with IsDB's Integrity Policy and Anticorruption Guidelines², the Consultant and the Consultant's Personnel and sub-contractors and agents, if any, involved in the provision of the Services shall observe the highest standard of ethics during the bidding process and the implementation of the Agreement.
- 6.2 Consultant's Personnel and sub-contractors and agents, if any, shall report to the Integrity and Ethics Section of IsDB suspected Sanctionable Practices that they come to know during the bidding process and throughout negotiation or execution of the Agreement.
- 6.3 For the purposes of this section, Sanctionable Practices comprise of any of the following defined terms and practices:
- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (iii) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - (iv) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (v) "obstructive practice": means, (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede IsDB's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of IsDB's access to contractually required information in connection with IsDB's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.
- 6.4 Pursuant to its Integrity Policy and Anticorruption Guidelines, IsDB:
- (i) will not award a procurement contract to a winning bidder that has directly or indirectly engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice in competing for the contract in question;
 - (ii) may suspend the procurement process at any stage when there is sufficient evidence to support a finding that an employee, agent or representative of the bidders, suppliers, service contractors and concessionaires has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice in competing for, or in executing an IsDB-financed contract;
 - (iii) will sanction a bidder, supplier, service contractor, concessionaire or its successor, if IsDB at any time determines that such bidder, supplier, service contractor, concessionaire or its successor has, directly or indirectly, engaged in any corrupt,

² Available at: <https://www.isdb.org/who-we-are/integrity/integrity-guidelines-and-policies>

fraudulent, collusive coercive or obstructive practice in competing for, or in executing, any contract for the corporate procurement of goods and related services. Sanctions include, but are not limited to, declaring such bidder, supplier, service contractor, concessionaire or its successor ineligible to participate in IsDB-financed activities indefinitely or for a stated period of time except under such conditions as IsDB deems appropriate; or reimbursement to IsDB of costs associated with investigations and proceedings;

- (iv) will take appropriate actions to manage conflicts of interest including, but not limited to, rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.

6.5 The Consultant agrees to be bound by IsDB's Integrity Policy and Anticorruption Guidelines as outlined above.

6.6 The Consultant shall permit IsDB to inspect the Consultant's account, records and premises (e.g. offices, production and supply sites) relating to the performance of the Consultant and to have them audited by auditors appointed by IsDB, if so required by IsDB.

7. Conflict of Interest

7.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor the Consultant's Personnel is placed in a position where, in the reasonable opinion of IsDB, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Consultant and performance of the Consultant's obligations under the Agreement. The Consultant shall disclose to IsDB in the manner and form prescribed in the SCA full particulars of any such conflict of interest which may arise.

7.2 IsDB shall undertake measures to manage actual or potential conflicts of interest, consistent with IsDB's Integrity Policy and Anticorruption Guidelines re-stated above. This is without prejudice to other remedies or rights of action which shall have accrued or shall thereafter accrue to IsDB under the Agreement.

7.3 Unless otherwise required by the Integrity Policy and Anticorruption Guidelines, during and twelve (12) months after the Agreement Period, the Parties shall not employ or offer employment to any of the other Party's personnel who have been associated with the procurement and/or management of the Agreement without that other Party's prior written consent.

8. Liability of the Consultant

The Consultant shall be liable to IsDB for any breach of its obligations under the Agreement. However, the Consultant's liability to compensate IsDB in respect of any damage or loss shall be limited to the total amount of the remuneration under the Agreement, provided that the liability of the Consultant shall not be subject to such limit under any indemnity, [under sections 5.2 (Ethical Conduct), 5.3 (Financing of Terrorism), 6 (Sanctionable Practices) and 13 (Data Protection)] or in the event of damage or loss suffered by IsDB as a result of gross negligence or wilful misconduct in the performance of the obligations by the Consultant or the Consultant's Personnel.

9. Indemnification of IsDB by the Consultant

The Consultant shall indemnify and hold harmless IsDB against all claims, actions, proceedings, demands and costs, including legal fees and expenses in connection therewith, arising

as a result of any infringement by the Consultant in the course of performing the Services of any copyright, patented invention, article, design or proprietary process or other intellectual property right of any third party.

Provided that the Consultant shall not be liable to indemnify IsDB in respect of any claim if the infringement of any right of third parties was the direct result of instructions given by IsDB in writing.

10. The Consultant's Personnel

10.1 The Consultant shall provide qualified and experienced persons as are required to carry out the Services, and such Consultant's Personnel, unless already approved by IsDB and designated by name in the SCA, shall be subject to the approval of IsDB.

10.2 The titles agreed job description and minimum qualifications and experience of Consultant's Personnel to be assigned for carrying out the Services are stated in the SCA. Insofar as any Consultant's Personnel required for performing the Services have not been approved by IsDB at the time hereof, the Consultant shall submit to IsDB for review and approval a copy of their biographical data (with supporting documents, if so, required by IsDB). All requests for approval of assignment of Consultant's Personnel for carrying out the Services shall be submitted to IsDB at least one (1) month before the date when the proposed assignment is to take effect.

10.3 The Consultant shall inform its Personnel that they are not agents or employees of IsDB, and that they shall not represent themselves as such.

10.4 Replacement or Removal of Consultant's Personnel:

(a) Should it become necessary for the Consultant to replace any of the Consultant's Personnel, the Consultant shall, after obtaining the approval of IsDB for such replacement, arrange for substitute Consultant's Personnel with equivalent or better qualifications and experience. The cost of such replacement shall be borne by the Consultant.

(b) IsDB may instruct the Consultant to remove and/or replace any of the Consultant's Personnel, stating in such instruction the reason, therefore. If the Consultant's Personnel to be removed or replaced is guilty of misconduct, or if IsDB has reasonable cause to be dissatisfied with the performance of such Consultant's Personnel, the costs relating to his repatriation and to his replacement shall be borne by the Consultant.

11. Obligations of IsDB

11.1 Where applicable, IsDB shall appoint counterpart IsDB Personnel for helping the Consultant carry out its obligation hereunder. The name(s) of such IsDB Personnel shall be provided in the SCA.

11.2 Where applicable, IsDB shall furnish without charge and within a reasonable time all pertinent data and information available to it relating to the Services and shall give such assistance as shall reasonably be required by the Consultant for carrying out its duties under the Agreement. However, if any decisions are required to be made by IsDB in the course of the Services, such decisions shall be made within a reasonable time so as not to Delay or disrupt the Services.

12. Indemnification of the Consultant by IsDB

IsDB shall indemnify the Consultant and hold it harmless against any claims by third parties, costs, including legal fees and expenses, suffered or incurred by the Consultant as a result of any gross negligence or wilful misconduct on the part of IsDB or IsDB Personnel.

13. Data Protection

13.1 The Consultant acknowledges that it has been supplied with, or has access to, the Data Privacy Guidelines. Words and expressions defined in the Data Privacy Guidelines shall bear the same meanings respectively in this section.

13.2 The Consultant and IsDB acknowledge that for the purposes of the Data Privacy Guidelines, IsDB is the Data Controller and the Consultant is the Data Processor.

13.3 The scope, nature and purpose of the processing by the Consultant, the duration of the processing and the types of Personal Data are as set out the Agreement Documents.

13.4 The Consultant shall, in relation to any Personal Data processed in connection with the Agreement (IsDB Personal Data):

- (i) process that Personal Data only on written instructions of IsDB;
- (ii) keep the Personal Data confidential;
- (iii) comply with all applicable data protection laws and the Data Privacy Guidelines (as stated in section 4.8 of the Data Privacy Guidelines);
- (iv) comply with IsDB's reasonable instructions with respect to processing Personal Data;
- (v) not do anything which shall damage the reputation of IsDB or IsDB's relationship with the Data Subjects.
- (vi) not transfer any Personal Data except in accordance with section 4.7 of the Data Privacy Guidelines;
- (vii) take reasonable steps to ensure the reliability and of the Consultant's Personnel and that they are familiar with the Data Privacy Guidelines;
- (viii) assist IsDB in responding to any Data Subject access request and to ensure compliance with its obligations under the Data Privacy Guidelines with respect to security;
- (ix) notify IsDB without undue delay upon becoming aware of a data breach affecting IsDB Personal Data in accordance with the Data Privacy Guidelines (section 4.12), providing IsDB with sufficient information to allow the IsDB to meet any obligations to report or inform Data Subjects of the data breach;
- (x) co-operate with IsDB and take reasonable commercial steps as are directed by IsDB to assist in the investigation, mitigation and remediation of each data breach affecting IsDB Personal Data; and
- (xi) promptly and in any event within seven (7) business Days of the date of cessation of any Services involving the Processing of IsDB Personal Data, delete and procure the deletion of (or return to IsDB) of all IsDB Personal Data (and copies thereof) and provide written certification to IsDB that it has fully complied with this obligation.

- 13.5 The Consultant shall ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

14. Force Majeure

- 14.1 The failure of a Party to fulfill any of its performance obligations hereunder shall not be considered to be a breach of, or Default under, the Agreement insofar as such failure arises from an event of Force Majeure, and provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the Services in accordance with the terms and conditions of the Agreement.
- 14.2 A Party affected by a Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of Delay.
- 14.3 A Party affected by a Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) Days following the occurrence of such event. The Party affected by a Force Majeure shall also provide (i) evidence of the nature and cause of such event, (ii) its expected duration, and (iii) the impact it will have on the performance of the Agreement. The Party affected by a Force Majeure shall give notice to the other Party of the restoration of normal conditions as soon as possible.
- 14.4 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure.
- 14.5 Any period within which a Party is required by the Agreement to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, provided that such Party has provided notice as required by this section and in accordance with the Section on notices hereunder.

15. Termination

- 15.1 Termination for Convenience: IsDB may terminate the Agreement, in whole or in part, if it determines, in its sole and absolute discretion, that a termination is in its best interests. In order to terminate the Agreement, IsDB shall send the Consultant a written termination notice at least ten (10) working Days prior to the intended date of termination. Notice of such termination shall state that termination is for IsDB's convenience. The notice shall also state the extent to which performance of Services under the Agreement is terminated, and the termination date. Unless otherwise instructed by IsDB, the Consultant shall stop work immediately upon receiving the termination notice and follow the instructions and directions of IsDB. In the event of a termination for convenience by IsDB, the Consultant shall be entitled to be paid for Services properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with Services not performed. The Consultant shall also be paid for unavoidable direct costs, actually incurred by the Consultant, and directly related to the termination. The Consultant shall not be allowed, and expressly waives, payment for profit on the Services of part thereof, or otherwise expected by the Consultant in relation thereto, that were not performed as of the termination date.

- 15.2 Termination for Force Majeure: The Consultant may terminate this Agreement, by not less than ten (10) working Days written notice sent to IsDB if: (i) as the result of a Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) Days; or (ii) in the event the Consultant reasonably determines it is unable to continue to perform the Services due to a change in applicable law prohibiting it from providing such Services; or (iii) the Consultant is required to do so to comply with applicable laws, regulations or professional standards. IsDB may terminate this Agreement for Force Majeure, by not less than ten (10) business Days written notice sent to the Consultant if: (i) as the result of a Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) Days; or (ii) in the event IsDB is required to do so to comply with applicable laws, regulations or professional standards. In the event of a termination for Force Majeure, the Consultant shall be entitled to be paid for the Service properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with Services not performed. The Consultant shall not be allowed, and expressly waives, payment for profit on the Services or part thereof, or otherwise expected by the Consultant in relation thereto, that were not performed as of the termination date.
- 15.3 Termination for Default: If the Consultant fails in any material respect to provide the Services in accordance with the terms and conditions of the Agreement and those specified in the **SCA**; or if the Services do not conform to the requirements under the Agreement; or if the Consultant becomes insolvent or unable to meet its payment obligations towards other parties when due, or breaches any material obligation under the Agreement, IsDB shall give the Consultant a written notice describing the instances of Default and giving the Consultant a reasonable opportunity to cure. If the Consultant does not cure the Default within the period specified in the written notice, IsDB may, without prejudice to any other rights or damages available to it by law, terminate the Agreement for Default by written notice, specifying the reason for the Default, the portion(s) of the Agreement Defaulted and the effective date of Default.
- 15.4 If the Consultant is in breach of the provisions of the Agreement on Sanctionable Practices, ethical conduct or financing of terrorism, the Agreement shall be subject to immediate termination for Default upon written or oral notice to the Consultant.
- 15.5 In the event of a termination for Default, The Consultant shall be entitled to be paid for Services properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with work not performed The Consultant shall not be allowed, and expressly waives, payment for profit on the Services or part thereof, or otherwise expected by the Consultant in relation thereto, which were not performed as of the termination date.
- 15.6 Claims for Default: Any claim for damages on the ground of Default in the performance of the Agreement or in connection with its termination shall be the subject of negotiation and agreement between the Parties in good faith and, failing such agreement, shall be referred for determination under section 24.
- 15.7 Rights and Liabilities of the Parties: Termination of the Agreement, for whatever reason, shall not prejudice or affect the accrued rights or claims of either Party to the Agreement against the other .Without prejudice to any other rights or remedies that IsDB may have as provided in the aforementioned clauses, if any Services are not provided in accordance with, or the Consultant fails to comply with, any terms of the Agreement, IsDB shall be entitled (without

prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- (a) To refuse the provision of any further Services by the Consultant;
- (b) To require the immediate repayment by the Consultant of all sums previously paid by IsDB to the Consultant under the Agreement;
- (c) To require the Consultant, without charge to IsDB, to carry out such additional work as is necessary to correct the Consultant's failure; and
- (d) In any case, to claim such damages as it may have sustained in connection with the Consultant's breach(es) of the Agreement.

15.8 On termination of the Agreement for any reason, the Consultant shall immediately deliver to IsDB:

- (i) All in-put material and all copies of information and data provided by IsDB to the Consultant for the purposes of the Agreement. The Consultant shall certify to IsDB that it has not retained any copies of in-put material or other information or data; and
- (ii) All specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All intellectual property rights in such materials shall pass to IsDB in accordance with this Agreement.

16. Remuneration of the Consultant

16.1 In consideration of properly performing the Services and its other obligations under the Agreement, and acceptance thereof by IsDB, the Consultant shall be remunerated by IsDB in accordance with the conditions and schedule of remuneration and payments set forth in the **SCA**, and subject to the provisions of section 17. The amounts specified in the **SCA** shall include all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultants in connection with the Agreement. In addition to the specifics stated in the **SCA**, the applicable remuneration terms shall apply in line with the CPP:

- (a) Lump Sum Fee – if chosen under the **SCA**, it means that the Consultant's total remuneration shall be a fixed lump sum including all Personnel costs, sub-contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant (including the Consultant's Personnel) in providing the Services.
- (b) Lump Sum Fee Plus Reimbursable Expenses - if chosen under the **SCA**, it means that the Consultants' total remuneration shall not exceed the Agreement Price identified under the **SCA** and shall consist of (i) a fixed lump sum fee including all the Consultant's Personnel costs; plus (ii) reimbursable expenses actually and reasonably incurred by the Consultant and/or its Personnel, in the performance of the Services. The reimbursable expenses shall comply with the provisions of section 16.2 and CPP. Payments of the reimbursable expenses will be made to the Consultant upon receipt and acceptance of the Deliverables and Services stated in the SCA.
- (c) Time-Based – if chosen under the **SCA**, it means that the remuneration for the Consultants' Personnel shall be determined on the basis of the time actually spent by such Personnel in performing the Services, at the rate(s) per man/month, Day, or hour stated in the **SCA**. In addition, the Consultant shall be paid for reimbursable expenses

actually and reasonably incurred by the Consultant in the performance of the Services, in line with the provisions of section 16.2.

16.2 **Reimbursable Expenditures** - For any reimbursable expenditures applicable under section 16.1 (b) or (c), these shall consist of and be limited to normal and customary expenditures for official travel approved in advance by IsDB including, but not limited to, accommodation, transportation, printing, and telephone charges. Such expenses will be reimbursed at cost without mark-up or interest upon presentation of a documented statement of expenses (including timesheets as applicable verifying time actually spent). Payments for reimbursable expenditures will be made to the account of the Consultant listed on its invoice and shall not exceed the maximum specified in the **SCA**, as applicable.

16.3 The maximum amount for reimbursable expenses may only be increased above the amount stated in the **SCA** if the Parties have agreed to additional payments in writing.

17. Performance Guarantee and Advance Payment Guarantee

17.1 **Performance Guarantee:** Unless otherwise provided in the **SCA**, upon signing the Agreement, and prior to commencement of the Services, the Consultant shall provide IsDB with an independent, irrevocable and unconditional performance bank guarantee payable on first demand in the amount of ten percent (10%) of the Agreement Price. The performance bank guarantee shall be in the format and from a bank acceptable to IsDB. The performance guarantee shall be valid for the duration of completion of the Services and Deliverables and Final Acceptance thereof by IsDB.

17.2 Should the Consultant be unable to provide a performance bank guarantee in accordance with section 17.1, IsDB shall, alternatively, retain ten percent (10%) of the Agreement Price from the Consultant's first duly issued invoice as a performance security until the completion of the Services and Deliverables and Final Acceptance thereof by IsDB.

17.3 **Advance Payment:** In case the Consultant requires advance payment (payment before or upon signing the Agreement and prior to delivering any part of the Services to IsDB), it shall provide IsDB with its invoice for advance payment supported by an independent, irrevocable and unconditional advance payment bank guarantee payable on first demand and must be in the same amount of the advance payment. The guarantee must be in the form and from a bank acceptable to IsDB. The advance payment bank guarantee shall remain valid until the amount of the advance payment is fully recovered from the payments due to the Consultant. Unless otherwise exceptionally approved by IsDB and provided in the **SCA**, the advance payment and the related guarantee shall not be for more than twenty percent (20%) of the Agreement Price.

17.4 FOR THE AVOIDANCE OF DOUBT, AND NOT WITHSTANDING ANYTHING STATED TO THE CONTRARY IN THE AGREEMENT, THE PARTIES MAY AGREE UNDER THE **SCA** THAT NO PERFORMANCE GUARANTEE OR RETENTION OF CONSULTANT'S PAYMENTS UNDER SECTION 17.1 AND SECTION 17.2 MAY BE REQUIRED IF THE AGREED PAYMENT SCHEDULE UNDER **SCA** IS SUCH THAT THE CONSULTANT SHALL BE PAID AGAINST THE COMPLETION AND DELIVERY OF CLEARLY DEFINED MILESTONES/DELIVERABLES AND/OR PROGRESS STAGES OF THE SERVICES AND ACCEPTANCE THEREOF BY ISDB, PROVIDED, HOWEVER, THAT SUCH AN ARRANGEMENT SHALL NOT IN ANY MANNER PREJUDICE THE CONSULTANT'S LIABILITY AND RESPONSIBILITY TOWARDS ISDB FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF, AND ISDB'S CORRESPONDING RIGHT TO CLAIM FOR DAMAGES IN RELATION THERETO.

18. Payment and Invoicing

- 18.1 Subject to the provisions of sections 16 and 17, the Consultant shall submit its invoice(s) within thirty (30) Days of the completion of the agreed milestones, the Services and/or Deliverables' progress stages specified in under the SCA.
- 18.2 The Consultant shall submit its invoices, together with all the supporting documentation to the User Unit or to the CPD at IsDB's designated address provided in the SCA.
- 18.3 Each individual Invoice and its supporting documentation must be combined and submitted as a single file; and (c) Invoice shall be submitted in .pdf or .tif, file format only,
- 18.4 Invoices shall contain at least the following information:
- (a) Purchase Order No. (to be provided);
 - (b) The Consultant Invoice Number reference;
 - (c) The Consultant Invoice date;
 - (d) Description of the Services invoiced, quantity, unit price, currency, and extended totals; and
 - (e) Payment advice information required to ensure unencumbered payment (including, but not limited to ACH, wire transfer, remittance bank information, account number, etc).
- 18.5 Each invoice shall be accompanied by such data as IsDB may require substantiating the Consultant's right to payment, such as time sheets, copies of invoices and requisitions from sub-contractors, if applicable, and material suppliers, or User Unit's acceptance.
- 18.6 Each invoice along with its supporting documentation shall be sent as a single email attachment in PDF or TIF file format, only; without combining multiple invoices in a single email attachment or sending non-PDF/TIF invoices to avoid rejection and/or Delays in payment processing. The payment due date will be calculated based on the date of receipt by the IsDB of a proper invoice.
- 18.7 In the event that supplementary services, in addition to those provided for in the SCA , are required as a result of alterations or modifications to the Services or the schedule of performance thereof, specifically requested by IsDB in writing and agreed with the Consultant, or in the event of Delay in performance of the Services due to circumstances beyond the control of the Consultant and which could not reasonably have been foreseen by it, the Consultant shall, insofar as it has incurred any extra costs, receive additional remuneration computed either on time basis or as may be otherwise agreed between IsDB and the Consultant, together with any reimbursable expenses incurred. The Consultant shall also be entitled to additional remuneration on the aforesaid basis in respect of any additional services not covered by SCA which are necessarily incidental to termination of the Agreement other than termination for breach by the Consultant of any part of its obligations under the Agreement.
- 18.8 Subject to sections 16 and 17, IsDB shall make payment on undisputed amounts within thirty (30) Days of the receipt of a correct invoice in accordance with the payment schedules and in the manner set forth in the SCA.
- 18.9 If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by IsDB, the latter shall inform the Consultant within fifteen (15) Days of receiving

the invoice stating the reasons for disputing or questioning such item or items of the invoice. Payment by IsDB of the undisputed item or items of the invoice shall not be withheld on grounds that any other item is disputed or subject to question.

- 18.10 IsDB shall be entitled to deduct from the Consultant's remuneration (and any other sums) due to the Consultant any sums that the Consultant may owe to IsDB at any time.

19. Assignment

The Consultant shall not without prior written consent of IsDB assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, other than the assignment to the Consultant's bankers of any monies due or to become due.

20. Partnerships

- 20.1 Should the Consultant be a partnership and at any time take an additional partner or partners, he/she or they shall be deemed to be included in the expression the "Consultant".
- 20.2 Should the Consultant be a partnership, the Agreement shall not be affected by the death or withdrawal of one or more members of the partnership.

21. Notices

- 21.1 Any notice, including without limitation any notification, claim, or request for consent, approval or authorization, required or permitted to be given or made pursuant to the Agreement, shall be in writing addressed to the Authorized Representatives of the Parties identified in the SCA and shall be deemed to have been duly given or made when (i) sent by registered or certified mail, fax or email at the addresses specified in the SCA; or (ii) transmitted by any other means if and when receipt is acknowledged by the Authorized Representatives of the Parties. No authorization, approval or consent required under the Agreement shall be effective unless and until given in writing by the Authorized Representatives of the Parties.
- 21.2 Notice will be deemed to be effective as follows:
- (a) In the case of personal delivery or registered mail, on delivery; and
 - (b) In the case of notices sent by fax or official email or similar means, upon successful transmission to the Party in accordance with the contact details specified in the SCA or on the notice's effective date, whichever is later.
- 21.3 A Party may change its address for notices hereunder by giving the other Party notice of such change pursuant to this Section.

22. Language

The Agreement has been executed in the English language, which shall be the binding and controlling language for communication between the Parties and the language according to which the Agreement is to be construed and interpreted. Notices pertaining to the Agreement that the Parties exchange shall likewise be in English.

23. Applicable Law

Unless otherwise specified in the SCA, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Dubai International Financial Centre (DIFC) Laws and Regulations, subject to the privileges and immunities accorded to IsDB under the Articles of Agreement and the relevant Host Country Agreement.

24. Settlement of Disputes

- 24.1 The Parties shall exert efforts to amicably resolve by mutual consultation (including through alternative dispute resolution procedures as may be agreed to by the Parties) any dispute, difference or controversy arising between them in connection with or the breach thereof (including any question regarding its existence, validity or termination) within fifteen (15) Days of either Party's notice of the dispute to the other. During this period, the User Unit, in consultation with CPD, and the Consultant's Personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating it to their respective supervisors/management. Otherwise, the dispute shall be escalated to the appropriate authorities of the Parties for an amicable resolution within fifteen (15) Days.
- 24.2 After the initial thirty (30) Day-period under section 20.1, the Parties shall consider referring unresolved disputes for settlement to mediation, unless IsDB considers the dispute not suitable for mediation or the Consultant does not consent. The Parties shall appoint a neutral mediator from a reputable association of accredited mediators or their own short-list of dispute resolution professionals. The mediator shall formulate a simplified procedure for mediation and complete the mediation within fifteen (15) Days from his/her appointment.
- 24.3 Should efforts to resolve disputes under the preceding Sections fail within the periods specified above, or such further period as the Parties shall agree in writing, either Party shall commence arbitration by sending notice to the other Party stating in detail the issue to be resolved and that the dispute shall be referred to arbitration final resolution by arbitration. The decision of the arbitrator shall be final and binding on the Parties. The award of costs incidental to the proceedings shall be at the discretion of the arbitration tribunal.
- 24.4 Unless otherwise specified in the SCA:
- (a) The Arbitration Rules of the DIFC-LCIA Arbitration Centre in force upon commencement of arbitration shall apply and shall be deemed to be incorporated by reference into this Section;
 - (b) The language to be used in the mediation and in the arbitration, shall be English;
 - (c) The number of arbitrators shall be one (1);
 - (d) The seat, or legal place, of arbitration shall be Dubai, United Arab Emirates; and
 - (e) Each party shall pay its own costs.
- 24.5 Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Services.

25. Changes and Modification

The terms and conditions of the Agreement, including the scope of Services, schedule or Agreement Price, may be modified only by written agreement of the Parties and shall not be effective until the written consent of IsDB has been obtained. The written agreement of the Parties, which may be through exchange of letters, must clearly stipulate the contemplated change or modification.

26. Privileges and Immunities of IsDB

Nothing in or relating to any provision in the Agreement will be construed as constituting a limitation upon or a waiver, either expressed or implied, of any privilege or immunity enjoyed by IsDB, which privileges and immunities are specifically reserved.

27. Benefits Extend to IsDB Group Entities

The benefits of the Agreement may extend to all members of IsDB Group entities whether or not they are signatories to the Agreement. Subject to this, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, or give rise to any third party rights under the DIFC Contract Law 2004 (and all analogous legislation worldwide) to enforce any term of this Agreement.

28. Taxes

28.1 All forms of taxes, duties, levies, withholdings, charges and/or other monetary obligations or impositions to which the Consultant may be subject due to the Services it provides under the Agreement shall be solely borne by the Consultant and are deemed included in the Agreement Price.

28.2 IsDB acknowledges and assures that it is exempt from any obligation for the payment, withholding or collection of any tax or duty within its member countries, including the country of IsDB Premises identified in the **SCA**. However, if any such obligation arises (before and/or after signing of the Agreement), IsDB undertakes to pay the Consultant the full amount of any fees agreed upon and due to the Consultant in accordance with the terms of the Agreement.

29. Use of IsDB Name or Logo

The Consultant shall not, without prior written approval of IsDB, use the IsDB's name and logo for any commercial purposes, including among the Consultant's customer lists, and discussing the Service provided to IsDB with external parties.

30. Counterparts and Signatures

The Agreement shall be executed through the signature of the Agreement Form by the Authorized Representative of the Parties.

31. Entire Agreement

31.1 Without prejudice to section 5.7, the Agreement 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.

- 31.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 31.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 31.4 Nothing in this section shall limit or exclude any liability for fraud.

32. Miscellaneous

- 32.1 Unless expressly provided otherwise, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 32.2 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- 32.3 The Consultant confirms it is acting on its own behalf and not for the benefit of any other person.
- 32.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 32.5 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.
- 32.6 Each Party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement

33. Entry into Force

The Agreement shall come into force and effect on the date specified in the Agreement Form and SCA.
