AGREEMENT FOR SERVICES

**BETWEEN**

**Sidra Medicine**

**AND**

**[*Insert name of Company*]**

**RFP/RFQ Reference [ ]**

Table of Contents

1. Execution
2. Particular Conditions & Schedules
3. Standard Terms And Conditions:

[1 Interpretation 12](#_Toc432331262)

[2 Definitions 12](#_Toc432331263)

[3 Term 13](#_Toc432331264)

[4 Services 14](#_Toc432331265)

[5 Personnel 15](#_Toc432331266)

[6 Company’s Obligations 16](#_Toc432331267)

[7 Sidra’s Obligations 17](#_Toc432331268)

[8 Payments and Charges 17](#_Toc432331269)

[9 Termination 18](#_Toc432331270)

[10 Remedies 19](#_Toc432331271)

[11 Suspending Services 20](#_Toc432331272)

[12 Indemnity 20](#_Toc432331273)

[13 Insurance 21](#_Toc432331274)

[14 Warranties 21](#_Toc432331275)

[15 Confidential Information and Personal Data 22](#_Toc432331276)

[16 Intellectual Property Rights 24](#_Toc432331277)

[17 Force Majeure 24](#_Toc432331278)

[18 Governing Law and Jurisdiction 25](#_Toc432331280)

[19 Dispute Resolution Procedure 25](#_Toc432331281)

[20 Miscellaneous 25](#_Toc432331282)

1. **EXECUTION**

This **Agreement for Services** is made as of on the Effective Date (as defined in the Particular Conditions), and is signed and made by and:

© Copyright Envision Corporation. 2002. All rights reserved. Protected by the copyright laws of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF LAW.

© Copyright Envision Corporation. 2002. All rights reserved. Protected by the copyright laws of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF LAW.

**© Copyright Envision Corporation. 2002. All rights reserved. Protected by the copyright laws of the United States and Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL AUTOMATICALLY BE SUED IN A COURT OF LAW.**

**BETWEEN: Sidra Medicine**, a Qatari Private Institution for Public Benefit, with a principal place of business at Out-Patient Clinic, Al Luqta Street , Education City North Campus, Qatar Foundation, *PO Box 26999 ,*Doha, Qatar (“**Sidra**”);

**AND:** [INSERT NAME OF COMPANY***, or, if an individual, insert name*]**, a [INSERT LEGAL STATUS, if an entity, or professional title, if held by an individual] with ([registered number]/ [commercial registration number or professional license number] [*specify number, if applicable*]) with a principal place of business at [*Insert Company address*] (the “**Company**”)

Sidra and the Company are referred to collectively herein as the “**Parties**” and each individually as a “**Party**”.

Background

1. Sidra desires to engage the Company to provide the Services according to the terms and conditions set forth in this Agreement.
2. The Company is skilled and experienced in the provision of the Services (as defined herein), holds all current licenses, permits, and certifications necessary for lawful performance of the Services, and wishes to provide the Services to Sidra.

**NOW THEREFORE,** in consideration of the mutual covenants contained within the Agreement, for other good and valuable consideration (the receipt of which is hereby acknowledged), the Parties hereby agree to abide by terms and conditions and in the following order of precedence:

* Execution;
* Particular Conditions;
* Schedule 3- Special Conditions;
* Standard Terms and Conditions;
* Schedule 2, Fees and Payments;
* Schedule 1, Services;
* Any other referenced documents in the entire Agreement

The parties hereby agree to abide by terms and conditions of the Agreement and signed for and on behalf of:

|  |  |
| --- | --- |
| **Sidra Medicine** | **[Insert Name of Company]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** |

1. **PARTICULAR CONDITIONS**

**These Particular Conditions are part of the Agreement.**

|  |  |  |
| --- | --- | --- |
| **Clause Ref** | **Item** | **Details** |
| 2.5 | Effective Date | Shall mean the date upon which the last Party signs the Agreement. OR  [*Alternatively, delete above and insert an agreed date*]. |
| 3 | Term |  |
| 2.10 | Personnel | The following individuals are identified as Personnel for the purposes of providing the Services:   1. Insert name and content information |
| 20.22 | Performance Bond | Where applicable, the Company shall provide the Guarantee in the amount of [\_\_]% of the total Fees under this Agreement, as adjusted from time to time in accordance with the terms of this Agreement. |
| 20.2 | Contract Manager | 1. Sidra’s Contract Manager shall be [ ]. 2. The Company’s Contract Manager shall be [ ]. |
| 20.13 | Notices | Notices under this Agreement shall be provided as follows: **To:**General Counsel, Legal ServicesSidra Medicine Out-Patient Clinic, Al Luqta Street ,  Education City North Campus,  Qatar Foundation, PO Box 26999Doha, Qatar**To:** [Insert name and designation of person to receive Notice]  [Insert name of Company]  [Insert contact details of Company] |

|  |  |
| --- | --- |
| **Sidra Medicine** | **[Insert Name of Company]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** |

SCHEDULES

**Schedule 1**

**Services**

The Services to be provided under this Agreement consist of:

[DELETE AND REPLACE IF NOT APPLICABLE]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | | |
|  | | | | | |
| 1. **Services** | | | | | |
|  | | | | | |
| **A. [INSERT NAME OF SERVICE]** | | | | | |
| Description |  | | | | |
| Supporting Documents |  | | | | |
| Deliverable / Outcome |  | | | | |
| Acceptance Criteria |  | | | | |
| Additional Requirements |  | | | | |
|  |  | | | | |
| Fixed or Variable Rate | Fixed Rate | x | Variable Rate |  |  |
|  |  | | | | |
| **Sub Total Rate** |  | | | | |
| Service Date / Period |  | | | | |
| Service Location |  | | | | |
| Time Reporting |  | | | | |
| Timetable for Completion (if applicable) |  | | | | |

[ADD AS REQUIRED]

[Details of the Scope of Services, including any specification, and timetables]

**Key Performance Indicators (“KPI”):**

The Parties have agreed that notwithstanding the provisions of the Agreement to include the following KPIs in the Agreement:

|  |  |
| --- | --- |
| 1 | **Fire Safety Training**  Within one month of commencing Services, and annually thereafter, all Company staff providing Services at Sidra (including inpatient, outpatient and all off-site Sidra campuses) have undertaken Sidra approved fire safety training. All Company staff who have not attended fire safety training are chaperoned at Sidra by a Sidra staff member. |
| 2 | **Infection Control**  All Company staff providing Services at Sidra (including at Sidra inpatient, outpatient and transport Services) are familiar with Sidra’s infection control policies and procedures and compliance with Sidra’s hand hygiene policy is not less than 90% including:   * Demonstrating and describing Sidra Medicine’s defined hand hygiene guidelines. * Describing management of hazardous chemicals. |
| 3 | **Occupational Health**  Prior to commencing Services at Sidra, Company staff have completed, or can provide documentation to confirm completion of the vaccinations required by Sidra which may include:   1. Vaccinations:  * Mumps, Measles & Rubella: Laboratory result for Mumps IgG, Measles IgG, Rubella IgG, or two documented doses of the MMR vaccination * Varicella: Varicella antibody (VZAB) confirmed by blood test or two documented doses of Varicella vaccination * Hepatitis B: (HBsAg screening must be negative within the last 12 months and titer and immunity level noted) * Tetanus, Diphtheria & Pertussis (TdaP) vaccination: vaccination dated within the last 10 years |

Schedule 2

**Fees and Payment Schedule**

In consideration of the Company performing the services, Sidra shall pay the Company as follows:

|  |  |  |
| --- | --- | --- |
| 1. **Summary of Fixed Rate Services** [DELETE IF NOT APPLICABLE] | | |
|  | | |
| **Services** | | **Rate [QAR]** |
| [Service A] | | [INSERT RATE] |
| [Service B] | | [INSERT RATE] |
| [Service C] | | [INSERT RATE] |
| [Add as Required] | | [... ] |
|  | |  |
| **Total:** | | **[... ]** |
|  | | | |
| 1. **Service Rates** [Applies only when Variable Rate indicated below] | | |
|  | | |
| **Personnel** | **On-Site Day Rate [QAR]** | **Off-Site Day Rate [QAR]** |
| [Service A] |  | [INSERT RATE] |
| [Service B] |  | [INSERT RATE] |
| [Service C] |  | [INSERT RATE] |
| [Add as Required] |  | [... ] |
|  |  | |
| **Travel & Expenses** | [Delete if not applicable] **Rate [QAR]** | |
| Day Rate | [INSERT RATE] | |
| [Add as Required] |  | |
|  |  | |
| **Materials** | [Delete if not applicable] **Rate [QAR]** | |
| [INSERT MATERIALS] | [INSERT RATE] | |
| [Add as Required] | [... ] | |

**Schedule 3**

**Special Conditions**

**The following Special Conditions shall apply:**

* + - 1. **Medical and Health Requirements**
  1. the Company shall comply with Sidra's decision and directives in respect of any medical and or hygienic matters, related to the Services and agrees that any decision or directive by Sidra’s representative in such matters shall be final.
  2. each member of the Company’s staff shall throughout the Agreement and at the Company's cost undergo regular medical examinations at intervals not exceeding one (1) year or on return to Qatar from any overseas visit, whichever is earlier. The Company shall comply with the medical requirements as specified by Sidra.
  3. any member of the Company’s staff who falls sick whilst on duty at Sidra’s premises may be considered as medically unfit by Sidra, and shall within a maximum period of two (2) hours be evacuated from Sidra’s premises by the Company and at the Company's cost.
  4. any member of the Company’s staff whose period of sickness exceeds twenty four (24) hours, shall not commence work at any Sidra premises unless a medical fitness certificate has been provided to Sidra representative.
  5. the Company shall ensure that Company’s staff are vaccinated with the immunisations refer to in Schedule 1 (if any). All Company’s staff shall be vaccinated, at no extra cost, prior to commencement of work at Sidra’s premises
  6. the Company shall ensure that all Company’s staff have valid QID and medical health card issued by HMC throughout the duration of this  Agreement.

1. **Social Responsibility**
   1. The Company shall comply with the rules given by Qatari Authorities.
   2. The Company shall be responsible for Company’s staff working and living conditions during the Term of this Agreement. The minimum requirements are:
      1. the Company shall ensure timely payment of Company’s staff salaries in accordance with rules and regulations set forth in the Wage Protection System instituted by the Government of the State of Qatar.
      2. pay Company’s staff salary or provide on time every month all additional benefits such as paid vacation, leave tickets every two years, transport allowance or free transportation, food allowance or free food with minimum 3 meals per day and one hot meal overtime payment for all hours exceeding 8 hours per day. The Company understands that failure to pay the Company’s staff shall be considered as a serious breach of the Company’s obligation and a Performance Failure under this Agreement.
      3. provide sickness, injury and accident insurance medical coverage for all employees.
      4. be fully responsible for all support services for Company’s staff under this Agreement. Such responsibilities include but, are not limited to free transportation, housing, furniture, food services and utilities. Sidra reserves the right to make regular inspections of all the Company’s accommodation to ensure that it meets an acceptable standard of hygiene and safely.
      5. be responsible for and shall provide at the Company’s cost all necessary transport for Company’s staff from their accommodation to their work locations and vice versa and shall ensure that they arrive at and leave their work locations on time. Transportation shall have seating capacity for all Company’s staff to have a seat. Sidra reserves the right to provide the Company with any reasonable observations, in writing, in relation to the transportation. The Company shall rectify these observations within reasonable period without additional charges to Sidra.
      6. the Company accommodation shall be of a reasonable standard, all faults or deficiencies shall be rectified promptly and regular pest control treatment must be carried out.
      7. the Company shall be responsible for and shall provide at Company's cost food, messing and sufficient, decent and hygienic accommodation, with air conditioners in each room, on the basis of maximum four (4) persons per room (6 X 4 meters) with separate bedding (no bunk beds) with essential furniture, common TV and appliances.
      8. provide indoor and outdoor recreation facilities for the Company’s staff.
      9. ensure that sufficient toilets/bathrooms are available in the accommodation.
      10. provide a separate dining hall and water cooler with water filter at the accommodation.
      11. Sidra shall have the right to conduct without prior notice a site visit to Company's accommodation facility. Should the same be found inadequate for living as per Sidra’s standard, and the Company shall rectify these conditions with immediate effect

[INSERTION OF ANY ADDITIONAL SPECIAL CONDITIONS IF APPLICABLE]

**Schedule** **4**

**Description of Performance Failure and Liquidated Damages**

**Specific Performance Failures:**

For each performance failure listed in the table below, entailing the “Description of Incidents” (or any similar performance failures) (the “**Table**”), Sidra reserves the right to deduct the corresponding liquidated damages amount in accordance with Clause 10.1 of the Standard Terms and Conditions. For the avoidance of doubt, Clause 4.5 of the Standard Terms and Conditions shall not be applicable, in the event any of the incidents occur, as described in the Table.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Incident** | **Liquidated Damages amount in QAR per incident  deducted from the Company’s monthly invoice (as a percentage of the relevant monthly invoices)** |  | |
| *Insert the incident/ failure* | *Insert the percentage deduction amount* |  |  |
| *Insert the incident/ failure* | *Insert the percentage deduction amount* |  |  |
| *Insert the incident/ failure* | *Insert the percentage deduction amount* |  |  |
| *Insert the incident/ failure* | *Insert the percentage deduction amount* |  |  |

|  |
| --- |
|  |

**General Performance Failures:**

* 1. Subject to the Remedial Period set out in Clause 4.5, for any other Performance Failures not covered in the table above, Sidra has the right to deduct liquidated damages on the following scales:
     1. first Performance Failure = 1% of the value of the monthly invoice until the Performance Failure has been rectified by the Company to Sidra’s reasonable satisfaction.
     2. for each subsequent or repeated Performance Failure = 2% of the value of the monthly invoice until the Performance Failure has been rectified by the Company to Sidra’s reasonable satisfaction, up to a maximum of ten percent (10%) of the value of the relevant monthly invoice.

|  |  |
| --- | --- |
| **Sidra Medicine** | **[Insert Name of Company]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** |

**Agreement for Services**

1. **STANDARD TERMS AND CONDITIONS**
2. Interpretation

In this Agreement, unless the context otherwise clearly requires:

* 1. the words imparting the singular shall include the plural and vice versa;
  2. where one individual person contracts to provide Services, such individual shall be referred to as the Company for purposes of this Agreement, whether or not the person has sought status as a separate legal entity for business or other purposes;
  3. where two or more persons tender or contract together as the Company, the liability of such persons under this Agreement shall be joint and several;
  4. a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
  5. where the day on which any act, matter or thing is to be completed under this Agreement is not a Working Day (as defined in Clause 2.14), that act, matter or thing may be completed on the next Working Day;
  6. all periods of time referred to in this Agreement such as “day” or “month” refer to the Gregorian calendar;
  7. reference to one gender includes the other;
  8. “writing” or “written” includes faxes and emails;
  9. the captions and headings used throughout this Agreement and its table of contents are for convenience only, and do not define, modify or add to the meaning, scope or intent of any provision of this Agreement.

1. Definitions

In this Agreement, unless the context otherwise clearly requires:

* 1. “Agreement” means this Agreement and the Particular Conditions, Schedules, Appendices and Annexes hereto (if any).
  2. “Confidential Information” includes data, materials, plans, financial information, patient information, products, technology, computer programs, specifications, manuals, software, and/or other information, which relates to Sidra’s clinical, research, development, trade secrets or business affairs, whether disclosed or submitted orally, in writing or by any other media, but does not include information which is generally known in the public domain.
  3. “Contract Manager” means the person identified as set forth in the Particular Conditions or as notified by either Party to the other party pursuant to Clause 20.2.
  4. “Contract Price” shall be the total Payments (as defined in Clause 2.8) due to be paid to the Company under this Agreement.
  5. “Effective Date” shall mean the date set forth or defined in the Particular Conditions.
  6. “Intellectual Property” means any and all rights in, and any interest in and to, all copyrights, design, inventions, patents, trademarks, trade secrets and any other proprietary rights in or to tangible or intangible property recognized in any jurisdiction in the world, whether or not registered or registerable, in respect of any know-how, technology, concept, idea, data program or other software (including in source and object codes), specification, formula, drawing, programme, system, process, logo, mark, style of other thing, conceived, used, developed or produced by any person.
  7. “Liquidated Damages,” means liquidated damages payable by the Company to Sidra pursuant to Clause 10.1.
  8. “Payment” shall mean any and all payments to the Company by Sidra as required under this Agreement, and as further enumerated in Schedule 2.
  9. “Person” means an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof.
  10. “Personnel” shall mean all persons, workers or employees assigned by the Company and approved by Sidra for providing or to perform the Services in accordance to this Agreement.
  11. “Remedial Period” has the meaning given in Clause 4.5.3.
  12. “Services” means, individually or collectively, all services to be provided by the Company to Sidra in accordance with the terms of this Agreement, as further enumerated in [Schedule 1](#Schedule1).
  13. “Service Failures” shall have the meaning given in Clause 4.5.
  14. “Working Day” shall mean any day when a registered bank is open for business in the State of Qatar.

1. Term
   1. This Agreement shall commence on the Effective Date and shall continue in effect for the Term set forth in the Particular Conditions, unless terminated earlier in accordance with this Agreement.
   2. This Agreement may be extended only by the mutual written agreement of the Parties.
   3. The Parties intend that performance of Services by the Company shall commence on the Effective Date. In the event that Sidra requires, in its sole discretion and in accordance with Clause 11, to delay the commencement of the Services, or to suspend the provision of Services at any time throughout the Term, it shall notify the Company by providing it with at least fifteen (15) days’ advance written notice of Sidra’s intention to delay or suspend the provision of Services. Where possible, a delay or suspension notice shall include a new commencement or recommencement date, and the Term of this Agreement may be extended accordingly upon mutual agreement of the Parties.
2. Services
   1. Subject to the terms and conditions set forth in this Agreement, Sidra hereby engages the Company to provide Sidra with Services. The Company shall assist Sidra in planning, organizing, and coordinating performance of the Services. The Parties acknowledge and agree that the Services, and specific timetables for completion thereof, are more specifically defined and enumerated in [Schedule 1](#Schedule1), attached hereto and incorporated herein, and such Services may be modified from time to time upon mutual agreement of the Parties. In fulfilling the Company’s obligations under this Agreement, the Company shall work cooperatively with Sidra’s administration and staff, and with any other persons who might otherwise be engaged by Sidra for performance of services.
   2. The Company shall perform the Services with due care, efficiency and diligence, in accordance with the applicable professional standards and other requirements set out in this Agreement, and in adherence to all legal, regulatory, and generally accepted standards of performance applicable to similar companies in performance of services similar to the Services.
   3. The Company shall perform the Services according to the timetables, if any, set forth in [Schedule 1](#Schedule1).
   4. Any variation in the Services to be provided, including any additional terms and conditions, shall only be binding upon the Parties when agreed to in writing and signed by Sidra.
   5. Service Failures:
      1. Sidra may issue a notice (an “Improvement Notice”) if in Sidra's reasonable opinion the Company has failed to provide the Services to the standard required pursuant to the Agreement (the “Performance Failure”).
      2. Each Improvement Notice shall set out:
         1. the Performance Failure;
         2. the action Sidra requires the Company to take in order to resolve the Performance Failure; and
         3. the reasonable timescales (in Sidra's sole discretion) within which the Company must resolve the Performance Failure (the “Remedial Period"). Notwithstanding the forgoing, Sidra reserves the right to request to rectify the Performance Failure immediately in the event that it causes a threat to the health and safety or security to Sidra’s premises, equipment, Sidra’s Agents, Sidra’s patients or visitors.
      3. On receiving such notice from Sidra, the Company shall carry out any work necessary within the Remedial Period to remedy Performance Failure at no cost to Sidra.
   6. In the event the Company fails to rectify the Performance Failure, Sidra at its sole discretion shall be entitled to apply any remedies set out in Clause 10 and/or terminate the Agreement immediately in accordance to Clause 9 of the Standard Terms and Conditions.
3. Personnel
   1. All Personnel designated by the Company shall be approved by Sidra prior to commencement of the Services. Any replacements or additions of the Company’s Personnel must be approved by Sidra prior to the replaced or added Personnel becoming involved in the provision of the Services.
   2. All Personnel assigned by the Company to provide the Services to Sidra shall have the appropriate qualifications, expertise and experience to perform the Services, including current applicable licenses, permits or certifications required under law or regulation for performance of the Services. The names and designations of the Personnel are set forth in the Particular Conditions.
   3. The Company shall ensure that all of its Personnel :
      1. wear the appropriate uniforms approved by Sidra, provided by the Company without any costs to Sidra to meet the needs of the Services. For avoidance of doubt, Sidra will provide the design and specification for the uniform for the Company to provide samples for Sidra’s approval, without any costs to Sidra;
      2. wear suitable identification badges at all times; and
      3. use Sidra’s email address, provided by Sidra, if applicable, when communicating with Sidra’s staff.
      4. are all times properly supervised and managed, including but not limited to cover for the Services for any holiday, sickness and other absences without any costs to Sidra.
      5. devotes substantially all their working time (or such proportion of their working time as the Parties may otherwise agree) to their role in connection with this Agreement.
   4. Sidra reserves the right to request, in writing, a replacement or removal of any Personnel if, at the reasonable opinion of Sidra, the Personnel is incompetent or lacking willingness or the requisite skills to perform the Services in accordance with the terms of this Agreement.
   5. Sidra reserves the right to immediately remove from its premises any Personnel that is found either intoxicated or in Sidra’s discretion, a threat to the health and safety of any person (including but not limited to staff, patients, visitors, security), equipment and/or property of any kind belonging to Sidra and/or on Sidra premises.
   6. The Company shall inform Sidra of the identity and background of any replacement for any Personnel as soon as a potential replacement has been identified. Sidra may interview such prospective Personnel before they are appointed and, upon request by Sidra, the Company shall provide a CV and any other information Sidra may reasonably request relating to any relevant training, skills and/or expertise of the prospective Personnel. The appointment of Personnel shall be subject to Sidra’s approval.
   7. The Company acknowledges that the Personnel are essential to the performance of the Services. Accordingly, the Company shall:
      1. notify Sidra promptly of the absence of any Personnel (other than for short term sickness or holidays of 3 weeks or less, in which case the Company shall ensure appropriate temporary cover for the relevant role); and
      2. ensure that the role of any Personnel is not vacant for any longer than 30 days.
      3. The names and designations of the Personnel are set forth in the Particular Conditions.
4. Company’s Obligations
   1. In providing the Services the Company shall:
5. possess, at all times, the necessary skills, personnel, organisation and equipment necessary to provide the Services in accordance with all legal, regulatory, and generally accepted standards of performance applicable to similar companies in performance of services similar to the Services;
6. fulfil all of its obligations under this Agreement;
7. consult and liaise with Sidra in respect of all substantive aspects of the Services and the Company’s provision of the Services;
8. comply with all applicable Qatari laws and regulations, and obtain and maintain at its sole expense all registrations, licences, visas, permits and certificates of approval required for the provision of the Services;
9. obtain, with Sidra’s reasonable cooperation if needed (but not including Sidra’s sponsorship), all necessary visas, permits and governmental authorizations and other approvals necessary for its personnel to enter Qatar and to otherwise perform the Agreement;
10. be responsible for the health, safety and protection of all its employees and Subcontractors (as defined in Clause 20.12), ensure that the Company’s employees and Subcontractors comply with all health and safety rules and regulations and any security requirements that apply at Sidra’s premises, and notify Sidra as soon as it becomes aware of any health, safety and/or security issues that arise in relation to the Services;
11. During the Term of this Agreement, the Company will be responsible, at the Company’s own costs, to provide personal protective equipment to its employees and Subcontractors, which will include gloves, masks and any other health and safety requirements as and when required by Sidra and/or the applicable government authority, for the protection of health and safety.
12. comply with all directions given by Sidra (to the extent that such directions are not contrary to any express provision of this Agreement);
13. ensure that its employees and Subcontractors comply with the bylaws, policies, procedures, and other governing documents of Sidra, including but not limited to those that pertain to confidentiality and data security (collectively, the “**Sidra Regulations**”);
14. act at all times in the best interests of Sidra;
15. not infringe any proprietary or other Intellectual Property rights or interests of any other person;
16. be responsible for the proper custody and care of Sidra’s premises and any property furnished to it for use in connection with the performance of this Agreement or purchased by it for the provision of Services under this Agreement;
17. report immediately to Sidra if Sidra’s access or identification badge provided to the Company’s Personnel by Sidra are lost or damaged during the Term and the Company shall pay Sidra’s then current replacement charge which as at the date of this Agreement is of QAR 100 per badge. The aggregate cost of charges for replacement badges shall be deducted from any payment due to the Company under this Agreement. Sidra shall notify the Company in writing if the replacement charge changes; and;
18. correct any Service Failure within the Remedial Period or immediately in accordance with in Clause 4.5.
19. Sidra’s Obligations
20. In receiving the Services, Sidra shall:
    * 1. make available all such reasonable assistance as may be required for the Company to perform the Services;
      2. subject to Clause 6.1.7 of this Agreement, provide satisfactory office, workspace and materials as required for the Company’s employees and Subcontractors (if applicable) at Sidra’s premises, not including specialized equipment necessary for performance of the Services, as provision of such equipment shall be at the sole responsibility of the Company unless otherwise agreed by the Parties;
      3. provide access to Sidra’s premises and systems, but only to the extent necessary for the performance of the Services; provided, however, that Sidra reserves the right to refuse the Company’s employees and Subcontractors access to Sidra’s premises and systems; and
      4. facilitate access to only those records identified by Sidra as critical to the Company’s satisfactory performance of the Services, strictly subject at all times to the prior written approval of the relevant department within Sidra.
21. Payments and Charges
    1. Payment for Services
22. Sidra shall confer Payment for the satisfactory performance and completion of the Services equal to the amounts agreed upon by the Parties and specified in Schedule 2; and such Payments shall not be subject to change except by a written modification or amendment of the Agreement.
23. The Payment amounts and rates, as specified in Schedule 2, include all taxes, duties, levies, fiscal contributions and other charges of whatever nature (including, without limitation, all taxes, duties, levies, fiscal contributions and other charges as may be assessed by the State of Qatar), as may be imposed upon the Company and the Company’s personnel (including taxes that may be introduced in the future), unless otherwise agreed by Sidra.
24. Payments made by Sidra pursuant to this Agreement to non-resident service providers with respect to Services or part of Services not connected with a permanent establishment in Qatar are subject to withholding tax of between five percent (5%) and seven percent (7%) of the gross amount otherwise payable by Sidra to the service provider. in the event of changes to the withholding tax obligations in accordance with Qatari law, Sidra will notify the Company and deduct the appropriate amount pursuant to the Qatari law.
25. Any variation to the Payment for the Services specified in Schedule 2 shall only be binding when agreed in writing and signed by Sidra.
26. For the avoidance of doubt, the fixed rate fees set out in Schedule 2 are inclusive of all of the Company’s travel and other out-of-pocket expenses.
    1. Invoicing
27. The Company shall submit to Sidra its invoice(s) and all supporting documentation within forty five (45) calendar days after the execution date of the required Services. Invoices shall be submitted electronically to accountspayable@ sidra.org. Company shall submit original supporting receipts where applicable; at its election, Sidra may accept scanned copies of supporting receipts.
28. Sidra’s Finance Department shall make its best efforts to pay the invoices within forty-five (45) calendar days of receipt. The payment cycle shall not commence until the Finance Department receives the invoice and supporting documentation. Sidra accepts no responsibility for any delay in payment that results from any misdirected invoice. Sidra shall be responsible for the outbound costs of payments (wire transfers) levied by Sidra’s bank and the Company shall be responsible for all costs levied by its bank or corresponding intermediary banks.
29. If Sidra, in good faith, disputes an invoice, in whole or in part, Sidra shall notify the Company for the reasons thereof and may withhold payment of the disputed portion until settlement of the dispute. Upon settlement of any such dispute, Company shall submit an adjusting debit or credit note to revise the original invoice, or shall submit a revised invoice for the sum agreed for payment. Sidra shall then pay any balance then due in accordance with Clause 8.2.2. Sidra’s right to withhold payment of such disputed sum shall be in addition to, and is not in any way in lieu of, any other right of Sidra.
30. Termination
    1. Sidra may terminate this Agreement immediately upon written notice to the Company and without the need to obtain a court order or arbitral award if any of the following events occurs:
       1. the Company enters into a compromise or arrangement with its creditors, has a petition presented or an order made or an effective resolution passed or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up;
       2. the Company has a receiver, liquidator, trustee or similar officer take possession of or be appointed with respect to all or any part of its business, assets, or undertakings;
       3. the Company commits a breach of any Warranty term of this Agreement; or, Company breaches any other condition, term or covenant of this Agreement and the breach is not remedied to Sidra’s satisfaction within ten (10) Working Days of Sidra giving written notice of the breach; except, however, in the case of a breach resulting from Performance Failure, which requires immediate correction in accordance with Clause 4.5, in which case the Company shall make such correction to Sidra’s satisfaction, or Sidra may immediately terminate the Agreement, or seek performance of all or a portion of the Services by an alternate party;
       4. the Company, or its designated Personnel, persistently fails or refuses to observe or perform any of the duties or obligations required of it or made by it under this Agreement;
       5. any statutory or regulatory body whose authority is binding upon Company necessitates such termination; or
       6. the Company has committed any offence under the Qatar Penal Code and/or the Qatar anti-bribery laws.
    2. If this Agreement is terminated under Clause 9.1, Sidra shall only be liable for payments related to Services provided and payable expenses incurred by the Company prior to the date of termination; provided, however, that Sidra does not dispute the payment for such Services pursuant to the terms of this Agreement.
    3. Notwithstanding Clause 9.1, Sidra may terminate this Agreement without the need to obtain a court order or arbitral award at any time, without cause, upon giving ten (10) Working Days’ written notice to the Company.
    4. Sidra may, in addition to terminating this agreement:

9.4.1 recover any advance payment made to the Company for Services not yet provided by the Company; and

9.4.2 recover from the Company the amount of any direct loss or damage sustained as a result of the termination and be regarded as discharged from any further payment obligations under this Agreement.

* 1. Any termination of this Agreement shall occur without prejudice to any other rights or powers of either Party under this Agreement and shall not relieve either Party from any liability for breach of contract.

1. Remedies
   1. Liquidated Damages
      1. Notwithstanding any other remedy Sidra may have under law or this Agreement, Sidra reserves the right to deduct, in its sole discretion, liquidated damages in accordance to Schedule 4 of this Agreement.
      2. The Parties agree that any such liquidated damages have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by Sidra.
   2. Sidra may, at its sole discretion, and subject only to notifying the Company in writing of its intention to do so, arrange for another person to provide that part of the Services at the sole expense of the Company.
   3. Notwithstanding any other remedy Sidra may have under law or this Agreement, Sidra may recover as a debt due any costs incurred by Sidra as a result, without limitation, of the following:
      1. Performance Failure by the Company;
      2. the Company’s failure to carry out any part of the Services or failure to timely remedy any Performance Failure;
      3. any remedial works carried out by Sidra or third party which Sidra considers necessary as a result of the Company’s failure to remedy Performance Failure Services; and
      4. As a result of action, Sidra has taken in an emergency situation where the Personnel could not be contacted or was unwilling or unable to act in a timely manner.
   4. The rights and remedies of Sidra under this Agreement shall be in addition to, and not in limitation of, any of the rights, remedies or damages available to it at law, contract or equity.
2. Suspending Services
   1. The Company shall, on written direction from Sidra in accordance with Clause 3.3, suspend the performance of the Services or any part of the Services in accordance with that direction. Sidra shall compensate the Company for any costs reasonably incurred by the Company in giving effect to Sidra’s direction unless the suspension is:
3. otherwise provided for in this Agreement;
4. in the opinion of Sidra, necessary to protect the health and safety of Sidra’s staff or patients; or
5. in response to a contravention of Qatari Law, or an act or omission of the Company.
6. Indemnity
   1. The Company shall indemnify, defend, protect and hold harmless Sidra and all of Sidra's members, affiliates, employees, agents, directors, officers, successors and assigns (collectively, “Sidra’s Agents”), from and against any and all obligations, judgments, losses, penalties, violations, liabilities, claims, suits, proceedings, damages, fees, fines, costs, demands, allegations, and expenses of any kind, including without limitation, reasonable attorneys’ fees (collectively, “Claims”), whether direct or consequential, brought by any person or entity, arising out of or with respect to:
      1. Failure of Company or any of Company’s members, affiliates, employees, Personnel Subcontractors, agents, directors, officers, successors and assigns (collectively, “Company’s Agents”) to comply with the terms of this Agreement;
      2. Injuries to persons or damage to property caused by the Company or Company’s Agents in performing under or in any way connected with this Agreement, including, without limitation, injuries or damages suffered by a Sidra patient due to any person’s unauthorized access of the Sidra patient’s personal, financial or health information, when such access is directly or indirectly attributable to any act or omission of the Company or Company’s Agents;
      3. Any act, omission or default by or on behalf of the Company or Company’s Agents in performing under or in any way connected with this Agreement;
      4. Company’s negligence or wilful misconduct or Company’s Agents’ negligence or wilful misconduct in performing under or in any way connected with this Agreement;
      5. Any claim for wages, damages, or otherwise by any Company or any of Company’s Agents;
      6. Any claim of infringement of any third party intellectual property right by the Company or Company’s Agents, or indirectly through any act of the Company or Company’s Agents, unless the intellectual property right was supplied by Sidra;
      7. Non-performance or incomplete performance of this Agreement due to the Company’s or any of Company’s Agents’ failure(s) to obtain or maintain current licences or permissions; and
      8. Costs associated with any Services which the Company cannot supply due to Company’s or Company’s Agents’ failure to obtain a licence or permission.
   2. The indemnities referred to in Clause 12.1 shall be granted whether or not legal proceedings are instituted and, even if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
7. Insurance
   1. The Company shall put in place and maintain throughout the period of the Agreement appropriate insurance coverage for all liabilities relevant to the Services, required by the law of the State of Qatar law, or otherwise appropriate to fulfilment of its obligations under this Agreement (as determined by Sidra).
   2. At the request of Sidra, the Company shall provide Sidra with documentary evidence of the insurance cover.
8. Warranties
   1. The Company represents and warrants to Sidra as follows (collectively the “Warranties” and individually a “Warranty”):
9. Company possesses sufficient skill, knowledge, resources and capacity to provide the Services to Sidra in accordance with the terms of this Agreement, in accordance with applicable law and regulation;
10. Company has the power, authority and capacity to enter into this Agreement and to provide the Services to Sidra, and has obtained all necessary approvals, licences and permissions to do so, including such licences and permissions as may be required for persons engaged or employed by Company to provide the Services;
11. Company is not restricted whatsoever from performing this Agreement by any other agreement, other document, or otherwise;
12. Company has not and shall not offer to give, nor shall it give nor agree to give, to any director, officer, employee or agent of any authority, government agency, public or private entity any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to providing the Services;
13. All information provided, or to be provided, to Sidra by the Company is accurate, complete and true;
14. Company has the resources and capacity to promptly, at its own cost, rectify any breach of the Warranties set out in this Agreement, in accordance with the requirements of this Agreement;
15. Company has received and reviewed (or, alternatively, will actively seek out and review, prior to undertaking activities contemplated in this Agreement) written materials or instructions necessary to comply with Sidra Regulations (as defined in Clause 6.1.9), as applicable, including all health and safety procedures required by Sidra when on Sidra’s premises, and possesses all resources, equipment and personnel necessary to satisfactorily comply with applicable Sidra Regulations, and assures that its employees and Subcontractors have sufficient information and resources to comply with Sidra Regulations at all times;
16. Neither Company nor its employees or Subcontractors has been listed by any government department or agency as being excluded, debarred, or suspended, proposed for exclusion, debarment or suspension, or are otherwise ineligible for participation in any government programs or contracts. The Company shall immediately notify Sidra of any change in the status of the Warranty set forth in this Clause 14.1.8. Any breach of this Clause 14.1.8 shall give Sidra the right to terminate this Agreement immediately for cause.
    1. On receipt of a notice from Sidra of a Warranty claim, the Company shall, at its expense, promptly remedy each Warranty claim to Sidra’s satisfaction.
    2. The Company shall promptly, at its own cost, supply Sidra with a report describing the actions taken in the remediation or rectification of any breach of Warranty.
    3. The Company shall pass to Sidra, or if the Company is unable to do so shall hold for the benefit of Sidra, all Warranties provided by third parties in respect of any Services supplied under this Agreement.
    4. The Company shall be responsible for making all or any Warranty claims on Services under this Agreement at no extra cost to Sidra.
17. Confidential Information and Personal Data
    1. All Confidential Information must be treated as confidential and must not be divulged to any persons, media, firms or corporations other than as approved by an authorised representative of Sidra in writing.
    2. For the avoidance of doubt, any and all information that relates to any Sidra patient, whether that information identifies a patient or a group of patients or not, and regardless of the manner upon which that information was obtained by the Company, is deemed to be Confidential Information.
    3. No public announcement of any kind or press release may be made or issued by the Company in relation to Sidra, this Agreement, or any agreement for confidentiality or non-disclosure agreement between the Parties (including referencing the existence of such agreement) without the prior written consent of Sidra.
    4. The confidentiality obligations of this Agreement are of extreme importance to Sidra. Patient confidentiality must be protected at all times. Any failure by the Company, its employees or agents to respect the confidentiality obligations shall be treated as a serious breach of this Agreement.
    5. The Company shall ensure that all employees or agents who have access to Confidential Information execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to Sidra.
    6. The Company shall limit access to Confidential Information to those of its employees who reasonably require such information for the purposes of performing the Services, and the Company shall ensure that all such persons comply with the confidentiality obligations set forth in this Agreement.
    7. The requirement for confidentiality does not apply to any information that has become part of the public domain other than through a breach of this Agreement.
    8. The Company shall report to Sidra in a timely manner any known or reasonable belief of any access, acquisition, use or disclosure of Personal Data, including but not limited to the identities of the individuals affected, in violation of this Agreement or applicable law. The Company shall also maintain a record of any such violations and shall provide such record to Sidra upon written request.  For the avoidance of doubt, Personal Data means any information relating to an identified or identifiable natural person by reference to such information or by combining such information with any other information (“Personal Data”).
    9. Confidential Information is and shall remain the sole and exclusive property of Sidra. Confidential Information, including Personal Data, shall not be used by the Company for any purpose other than as required to perform its obligations under the Agreement.  Without limiting the generality of the fore-going, none of the Company or its personnel shall aggregate, sell, assign, lease or in any way commercially exploit any of the Confidential Information.
    10. The Company agrees to use all commercially reasonable efforts to maintain security of Confidential Information including Personal Data processed pursuant to this Agreement and to prevent unauthorized use or disclosure of such Personal Data. Upon written request the Company agrees to allow Sidra the right to audit the electronic security measures maintained by the Company, or provide Sidra with an independent third party security assurance report at the Company’s sole cost and expense.
    11. Sidra shall notify the Company if Sidra is required to comply with any laws, rules, regulations or other legal requirements of Qatar or any other jurisdiction. If Sidra determines in its sole discretion that this Agreement does not comply with applicable law or other legal requirements Sidra may terminate this Agreement without penalty.
    12. All Confidential Information provided by Sidra to the Company in relation to this Agreement shall be returned to Sidra immediately upon Sidra’s request (and in any event at the termination of this Agreement), and any copies of such Confidential Information shall be disposed of permanently in accordance with Sidra’s instructions.
18. Intellectual Property Rights
    1. Sidra and the Company acknowledge that each party owns pre-existing Intellectual Property, including their respective business processes, procedures and systems, at the date of this Agreement, which ownership shall remain and be unaffected by the Agreement.
    2. The Company agrees that any Intellectual Property which is made, conceived or first reduced to practice (i) using Sidra’s equipment, supplies or trade secrets, and/or (ii) during or resulting from performance of the obligations contained in this Agreement, shall belong to Sidra and shall, upon creation, be assigned to Sidra.
    3. Subject to any third party rights, all Intellectual Property or copyright on materials, goods, drawings and designs as developed by the Company in connection with the performance of the obligations contained in this Agreement shall remain with Sidra and shall, upon creation, be assigned to Sidra.
    4. The Parties shall only use (and shall ensure that their respective employees, agents and Subcontractors only use) the Intellectual Property belonging to the other in accordance with the terms of this Agreement.
    5. The Company may retain a copy of the work only as necessary for the purpose of completing its internal files and billing.
    6. Sidra shall have a non-exclusive, non-transferable license to use the Company’s materials provided to Sidra in connection with the Services for Sidra’s own internal use.
    7. The Company shall indemnify and hold Sidra harmless against all liability in respect of its infringement of patent, copyright and other Intellectual Property rights of any third party, caused by any design, item or method supplied or employed by the Company.
    8. Neither Party shall use the Intellectual Property of the other Party in such a way that damages or is likely to damage the reputation of the other Party.
19. Force Majeure
    1. Neither Party shall be liable to the other Party for its inability or failure to perform, or delay in performing, any of its obligations (other than the obligations to make payments due) under this Agreement caused by any act or event reasonably beyond a Party’s control and where the Party cannot reasonably mitigate its effects, including strikes, lockouts, riots, acts of war, epidemics, governmental action superimposed after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (“Force Majeure”), but excluding industrial action on the part of the Company, its employees or agents, blockade, trade embargo or severance of diplomatic relations, provided that the Party affected takes all reasonable steps to reduce the effect of the Force Majeure.
    2. If a Party is unable to perform, in whole or in part, its obligations under this Agreement by reason of an alleged Force Majeure event, then such Party shall notify the other Party as soon as possible, but in any event not more than seven (7) days after the occurrence of the act or event being relied on as a Force Majeure event. Failure to notify the other Party within the seven (7) day period shall preclude the Party from relying on the act or event as a Force Majeure event. The Party so affected shall be relieved of those obligations to the extent it is so unable to perform them and such inability to perform so caused shall not make such Party liable to the other.
    3. In the event that Force Majeure prevents a Party from substantially performing its obligations under this Agreement for a period of more than forty (40) days either Party may terminate this Agreement on giving to the other Party fourteen (14) days’ written notice, without any liability, other than as a result of a default under this Agreement which occurred prior to the date of the event of Force Majeure, provided that the Party alleging a Force Majeure shall have given notice in accordance with Clause 17.2.
20. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance to Sidra Regulations and the Laws of the State of Qatar. The Parties irrevocably agree to the personal jurisdiction of the courts of the State of Qatar for all causes of action, howsoever arising that may be deemed to fall outside the mechanism for dispute resolution set out in Clause 19.

1. Dispute Resolution Procedure
   1. If any difference or dispute arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then either Party may serve notice in writing on the other informing the other Party of the details of the difference or dispute.
   2. If any dispute arises in connection with this Agreement, Sidra's representative and the Company representative shall, within fourteen (14) Working Days, or any other extended period agreed by the Parties, of a written request from one Party to the other, meet in good faith in an effort to resolve the dispute amicably.
   3. Any dispute which can not be resolved amicably in accordance to Clause 19.1. and Clause 19.2 above, shall be referred to and finally resolved by the courts and in accordance to the laws of the State of Qatar.
   4. Notwithstanding any dispute, the Company will continue to comply with its respective obligations under this Agreement.
2. Miscellaneous
   1. Relationship of the Parties

In its performance of this Agreement, Company shall at all times be acting and performing as an independent contractor, rather than an employee of Sidra. Nothing in this Agreement constitutes the Parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

* 1. Contract Manager
     1. The Parties shall each agree on one or more authorised relationship managers (stated in the Particular Conditions), who shall have overall responsibility for managing the relationship created through the Agreement (“Contract Manager”).
     2. If the Contract Manager appointed by either Party changes, the appointing Party shall notify the other Party in writing two (2) days prior to such change being affected.
  2. Right to Audit

The Company is responsible for keeping accurate and reasonable records related to performance of its obligations under this Agreement. In particular, records shall be kept documenting performance as well as any price, cost or budget computations required under the Agreement. Upon Sidra’s request, the Company shall make available to Sidra or its agents appropriate documentation, and access to all premises, relating to the Company’s (and its approved Subcontractors’) performance of the terms of this Agreement. If the records review reveals substantive findings related to fraud, misrepresentation or non-performance, or any financial overbilling errors of ten percent (10%) or more, the Company shall reimburse Sidra for all costs (internal and external) incurred in connection with the records review. The rights described in this Clause 20.3 shall survive for a period of two (2) years following any termination or expiration of this Agreement.

* 1. Language

The language of this Agreement shall be English, and all interpretation and dispute resolution shall be conducted in the English language, unless otherwise required by law, regulation, or rule of the court of applicable jurisdiction.

* 1. No Conflicts

The Company shall not allow any of its personnel or Sidra’s personnel to acquire any personal interest that may conflict with their responsibilities under this Agreement. Upon discovery, the Company shall notify Sidra of any incidences of conflict of interest and take the necessary steps to cease the participation of the affected personnel in any Agreement related activity. Sidra may, at its own discretion, allow participation of affected personnel if it determines that the personnel’s involvement in the performance of the Services is not detrimental to Sidra’s interests.

* 1. Care of Property and Premises

The Company agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Agreement or purchased by it for the provision of Services under this Agreement as well as Sidra’s premises. Where applicable, title to any equipment and supplies that may be furnished by Sidra shall rest with Sidra and any such equipment shall be returned to Sidra at the conclusion of the Agreement or when no longer required, whichever is sooner. Such equipment, when returned shall be in the same condition as when delivered to the Company, subject to normal wear and tear, and the Company shall be liable to compensate Sidra for any damage or degradation of the equipment and/or Sidra’s premises that is beyond normal wear and tear.

* 1. Non-Representation and Promotion

The Company acknowledges that Sidra has appointed the Company to provide the Services as per Schedule 1 and the Company must not:

* + 1. represent the Company as being endorsed or otherwise approved by Sidra; or
    2. refer to Sidra in any form whatsoever unless authorised in writing by Sidra.
  1. Amendment and Variation

This Agreement cannot be amended, modified, varied or supplemented except in writing and subject to signature by authorised representatives of the Parties.

* 1. Severance

If any provision of this Agreement is declared to be unenforceable or illegal by any governmental or other authority the rest of this Agreement shall continue in full force and effect as though such provision had never been included in this Agreement.

* 1. Waiver

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 preclude or restrict the further exercise of that or any other right or remedy.

* 1. Non Assignment
     1. The Company may not assign its rights or delegate any of its duties under this Agreement without the prior written consent of Sidra. Any unauthorized attempted assignment by Company shall be null and void and of no force or effect.
     2. Sidra shall be entitled, without the prior written consent of the Company, to assign or transfer this Agreement or any right or obligation under this Agreement to any of its related companies or affiliates.
  2. Approved Subcontractors

The Company shall obtain Sidra’s prior written consent before entering into an agreement with any persons who may be retained by the Company to provide any part of the Services (the “Subcontractors”). Sidra shall not be bound by the terms of any such Subcontractors’ agreements with Company, and such agreements shall not contain any obligations with respect to Sidra including, without limitation, a guarantee of payments to such Subcontractor. Sidra’s consent to any Subcontractor as provided herein shall in no way diminish, reduce, modify or affect Company’s obligations and liabilities to Sidra hereunder.

* 1. Notices
     1. Any notice, request or approval required to be given pursuant to this Agreement shall be given by facsimile transmission, by international courier or by hand delivery. Such notice shall in the case of:
        1. a facsimile transmission, be deemed served on the Working Day following the Working Day after dispatch;
        2. international courier or hand delivery, be deemed served at the time of delivery, if before 6.00 p.m. on the Working Day following the Working Day after delivery.
     2. All notices, requests, consents or approvals to be given under this Agreement shall be in writing, in English, and shall be signed by a duly authorised representative of a Party. Notices shall be provided as per the details set out set forth in the Particular Conditions.
  2. Entire Agreement

Other than is expressly accepted, this Agreement constitutes the entire agreement between the Parties and supersedes all prior correspondence, understandings, representations or warranties or agreements whether written or oral.

* 1. Special Conditions

Purported amendments or deviations from the Standard Terms and Conditions (as defined therein) shall have no effect, and the Standard Terms and Conditions shall take precedence over any such purported amendments or deviations. Notwithstanding, only the Special Conditions set forth in Schedule 3 shall apply and, when the context clearly requires, take precedence over any conflicting clause contained within this Agreement.

* 1. Costs

Each party shall bear its own costs incurred in the preparation and execution of this Agreement.

* 1. Survival

The clauses in this Agreement that relate to indemnity or expiration, confidentiality, limitation of liability, right to audit and remedies survive the termination of this Agreement.

* 1. Binding Effect

This Agreement shall be binding upon and inure to the benefit of all the parties hereto, their heirs, administrators, personal representatives, successors and assigns, subject to the restriction on assignment in Clause 20.11.

* 1. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

* 1. Authorization

Each individual signing this Agreement warrants that such execution has been duly authorised by the Party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all necessary corporate action, and this Agreement constitutes the valid and binding obligation of each Party, enforceable against such Party in accordance with the terms.

* 1. Reporting

The Company shall provide Sidra with such information, reports, certificates or health and safety data as Sidra may reasonably require.

* 1. Performance Bank Gurantee

## If required by Sidra, the Company agrees to provide an irrevocable unconditional performance bank guarantee ("**Guarantee**") secured from Qatar National Bank (or such other bank acceptable to Sidra), in the amount set forth in the Particular Conditions of this Agreement, payable on first demand of Sidra, in a form satisfactory to Sidra in its sole discretion, to guarantee the due performance of the Company’s obligations under the Agreement. For the avoidance of doubt, in the event that the Company requires advance payment under this Agreement, the Company shall in all circumstances provide Sidra with a Guarantee for the equivalent value of the advance payment before or at the time that Sidra makes such advance payment.

* + 1. The form for the Guarantee that is satisfactory to Sidra is in accordance to the requirements of Qatar Law, rules and regulations.
    2. The obtaining of such Guarantee and the costs thereof shall be at the expenses in all respects of the Company.
    3. The Guarantee, in a format acceptable to Sidra, shall be issued by a bank registered and operating in Qatar, selected from a list of banks submitted by the Company to Sidra and approved.
    4. Sidra shall not be obliged to make any payments to the Company until the Company has provided a satisfactory Guarantee in accordance with the provisions of this clause.
    5. The Guarantee shall remain valid and in full effect until one year after the satisfactory delivery of all the Services or termination of the Agreement.
    6. In the event that the total contract price increases at any time during the Term of this Agreement due to additional agreed Services, Sidra may require, by providing written notice to the Company, that the Company adjust the value of the Guarantee to reflect such increase of the total contract price.
    7. Sidra retains the right to request, in writing, a replacement of the amount of the Guarantee. Following Sidra’s request, the Company shall replace the Guarantee as soon as possible.
    8. In no event shall the sum of the Guarantee constitute a celing or limitation of liability of the Company.
  1. [Electronic Signatures](https://www.lawinsider.com/clause/electronic-signatures)

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature

|  |  |
| --- | --- |
| **Sidra Medicine** | **[Insert Name of Company]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Designation:**  **Date:** |