

**Project:** PR Services-International

---

## Overview

EAA Communications is seeking a PR Agency to support the team in working towards the corporate strategic goals as put forward by SPR, and senior management.

## Organizational Background/Overview

Education Above All (EAA) is a foundation established in 2012 by Her Highness Sheikha Moza bint Nasser. Its aim is to contribute to human, social, and economic development through the provision of quality education for all. With a particular focus on those affected by poverty, conflict, and natural disaster, EAA's work champions the needs of children, youth and women to empower them to become active members of their communities.

EAA is comprised of four programmes: Educate A Child (EAC), Al Fakhoora, Reach Out To Asia (ROTA) and Protect Education in Insecurity and Conflict (PEIC). In addition to providing access to education for children around the world, EAA advocates to safeguard inclusive and quality education, as well as award scholarships to talented but disadvantaged youth.

Education Above All Foundation believes that working in partnership with other organisations is the best way to ensure the most effective, far-reaching education provision to vulnerable children and youth worldwide.

At EAA, we are united by a shared belief that education is the key to progress and prosperity. We believe that education unlocks personal potential and encourages peace, collaboration and sustainable development.

## Mission

To ensure inclusive and equitable quality education for vulnerable and marginalised people especially in the developing world, as an enabler of human development.

## Vision

EAA envisions bringing new life chances, real hope and opportunities to improve the lives of poor and marginalised children, youth and women especially in the developing world.

## Required Deliverables

### Project Management and Evaluation

- Embedded highly experienced account manager, availability of content and agency resources outside regular working hours and days as required to ensure objectives are met.
- Identifying and analyses of relevant digital forums, including blogs and social media, for engagement
- Day-to-day senior counsel as needed
- Monthly face-to-face meetings with agency senior project manager and senior EAA management
- Monthly meetings with each programme to more efficiently and consistently generate communications content. Liaise with programme teams to identify storylines and compelling content for media outreach, social and owned media amplification
- Weekly client meetings
- Daily media monitoring in English and Arabic; Sunday- Thursday. Will include recommendations on how to react on social and any media relations opportunities that arise from breaking news.

### Strategy and Messaging

- Develop an implementation plan for 12-month (x 2 years) EAA comms strategy, including mapping programmes and initiatives to media storylines and reports.
- Develop Messaging for EAA foundation and programmes
- Include in the implementation plan for EAA: digital media and EAA social channels (EAA & ROTA). Should forecast and plot milestones, objectives and tactics over a two-year period. Work plan to be produced, including all deliverables, objectives and tactics derived from the main plans.
- Implementation plan to outline, in a coordinated manner, programmes feeding into the larger EAA communication plan.
- Implementation plan to consider an integrated content strategy that will build a coherent and consistent EAA storylines
- Implementation plan to include the development of a media outreach strategy and process to strengthen media relations with EAA staff.
- Implementation plan to include crisis management plan. Crisis focal point must be assigned and available on a 24-hour basis by telephone and email
- Work closely with EAA communications and Outreach team to align communications efforts with CPO and programme teams
- Definition and agreement on top-tier media outlets and types of placements, including digital, video, podcasts and other unconventional and innovative channels.
- Developing and managing paid social media strategy and budget. Securing and supporting digital influencers.
- Providing input / advice based on current trends in social media and/or coverage to be included into EAA's outgoing content
- Develop and operationalise strategic communications and content development plans with internal and external stakeholders
- Support EAA Advocacy/ROTA youth
  - Coordinate between advocacy and EAA programmes / departments
  - Utilize advocates in their capacity as EAA spokespersons for events and EAA trips

- Lead on Youth Advocate research dissemination

### **Content Development**

- Producing creative graphically elevated high end and editorial social media content in addition to providing advanced info graphics for posts.
- Writing and editing speeches
- Press releases, talking points, biographies, quotes, media statements and Q&As
- Develop 6 op-eds per year
- Development of monthly social media content calendar in-line with strategic themes and objectives
- Monthly feature of EAA Youth Advocate (effort to humanize EAA media content)

### **Media & Stakeholder Outreach, International Conference, Event and Campaign Support**

- Communication planning, content and support including social media planning and content for EAA activities, international days, events, conferences and international campaigns
- Include in the implementation plan of the EAA comms strategy, a list of identified media outlets as part of the outreach, with particular focus on global media within the US and EU.
- As part of the implementation plan, maintain the identified list of key media outlets and nurture relationships to better position EAA as a leading global NGO and influencer in global education philanthropy
- Tracking all media outreach and pitches, along with follow up and pursuit of additional opportunities including placements, field visits, event attendance and other ways to engage with EAA Media training for EAA staff and Youth Advocates
- Tactical event support including on the ground needs; media coordination, social media content development and live posts, coordinating video production teams, speaker support and general event support (up to a team of four for one week at a time per event)
- Developing all supporting media materials for international media moments, such as press releases, quotes, images.
- Translating of material into Arabic is needed for all content. When necessary, translation into French is needed.
- Draft and pursue media outreach opportunities and pitches—including traditional and non-traditional outlets, as appropriate.
- Social media content and campaign development, planning and measurement across social media channels
- Communications in support of partnerships and fundraising.
- Prepare Board members / Senior management / Youth Advocates for media interviews, Q&As, social media
- Organizing press events, including identifying journalists, preparing talking points, biographies, press packages, and Q&As.
- Securing Moderators and Speakers and media influencers for major EAA events
- Tracking journalists who write about EAA and then having them invited to engage with EAA (visit projects, attend events, write articles, etc.)

### **Monitoring, Reporting & Evaluation**

- Monthly and annual reporting including media outreach, coverage, digital, deliverables and impact indicators. Lessons learned to be captured, discussed and implemented after monthly client reviews to ensure project alignment and deliverables
- Develop comprehensive report for events, activities and international days
- Communication and work plan reviews on a quarterly basis with reviews of more detailed plans on a monthly basis as required

### **Proposed Timeline**

As soon as possible and to be agreed , and will be valid for 2 years with annual renewals on the same scope of work.

The proposal should include all the listed below,

### **Proposal Requirements**

#### **Firm Information**

Provide agency's name, address, URL, telephone, and fax numbers. Include name, title and e-mail address of the individual who will serve as agency's primary contact. Include a brief description and history of your firm, Financial Statement for the last 3 years respectively.

#### **Team based and profiles**

Please provide a list potential staff and CV's of the team that will work with EAA and be based in Qatar

#### **Experience**

Please provide a list of other non-profit companies that use your product and the global expertise

#### **Methodology**

Please provide the methods and processes that will be used to meet the scope of work.

#### **Cost**

Proposals must include the estimated cost for all work related to tasks and deliverables outlined in the schedule/timeline.

Important Tender Criteria, all information should be provided by the bidders:

1	<u>Company Profile, Back ground and Financial Standing</u>
1.1	No of years in business:
1.2	Organization Structure and standing :
1.3	List of Current Customers
1.4	Ability to support all four individual programmes in addition to alignment to EAA
2	<u>Back End Support</u>
2.1	Evident from the technical bid that the bidder has access and expertise to manage various components of communications such as marketing, branding, creative etc
3	<u>Manpower Management for Key Personnel/ Experience CV provided</u>
4	<u>Quality and Creativity of Submission</u>
5	<u>Experience and Expertise in Executing Similar Contracts (based on documentation provided).</u>
6	<u>Professional Accreditations</u>
7	<u>Methodology</u>

#### Pre-Technical Presentation

All vendors submitted proposal that meet above criteria, will be invited to present their products to demo features and answer questions from the technical evaluation committee.

## Request for Quotation

Date : 18-Apr-2020

Subject : Requirements for International PR agency

RFQ Number: 978

Bid Close Date : 18-MAY-20

Dear Sir / Madam,

Education Above All Foundation (EAA) is pleased to invite you to tender for the Services as per the following conditions and attachments contained as below.

1. **Scope of Service (Appendix C)**
2. **RFQ Particulars**
3. **General Terms and condition**
4. **Tender Bond Specimen (Appendix A)**
5. **Performance Bond Specimen (Appendix B)**

By submitting a quotation, the Tenderer accepts and agrees to comply with these requirements.

### 1. Scope of Service:

SNo	Line Description	Unit	Quantity
1	Requirements for International PR agency as per the attached SOW	Amount	1

### 2. RFQ Particulars

#### **Bid Submission:**

Bidders are required to submit their quotation/soft copy creative proposals through courier or by hand delivery in two (2) separate sealed envelopes, one containing two (2) copies of Commercial offers and other containing two (2) copies of Technical offer and should be addressed to the following:

**Attn: The Procurement Department**  
**Education Above All**  
**MB3 Building, Education City**  
**P.O. Box: 34173,**  
**Doha, Qatar**  
**Al Rayyan**

**RFQ No: 978**

**Bid Closing Date: 18-MAY-20**

Bidders are requested to submit the quotation in formal company Letter Head with stamped and signed by the authorized signatories.

**Tender Bond:** You are required to provide a bank guarantee with the quotation. The tender bond must be worded exactly as indicated in the specimen attached and shall be in the amount of **QAR 79200** . The tender bond must be valid for a period of (60 days) from the bid closing date. The tender bond must be submitted with the technical offer.

**Performance Bond:** The successful tenderer will be required to submit a performance bond in the amount of 10% of the Purchase order value and shall be valid till the agreement expiry date. The performance bond must be worded exactly as in the attached specimen.

**Bid Close Date:**

Any quotation received after the bid close date and time indicated above may be rejected.

**Price Validity:**

Your quote should be valid for 90 days from the bid closing date.

**Payment Terms:**

35 Days from the date of delivery and submission of invoice to Finance Directorate.

The costs incurred by the tenderer for the preparation and submission of their tender will be borne by the tenderer and not by EAA, unless otherwise stipulated.

**Our Contact person:**

If you have any questions concerning this enquiry, please contact in writing to Jefferson Laquindanum Custodio , Tel: , or email: tender@eaa.org.qa .

In case you are not interested to provide a quotation due to any reason, you are kindly requested to send us a regret letter with a reason for not quoting on/or before the bid closing date.

Thank you for your interest in working with Education Above All Foundation.

Prepared by,  
Jefferson Laquindanum Custodio  
Contracting Officer



### **(3) GENERAL TERMS AND CONDITIONS**

#### **1. Definitions**

In these General Terms and Conditions, the following words and expressions shall where the context so admits be deemed to have the following meanings.

“**Contract**” means the Order together with these General Terms and Conditions, Exhibits and any other documents expressly incorporated by the Parties.

“**Contractor**” means the person, firm or company designated as such in an Order.

“**Contract Price**” means the total amount to be paid by EAA to the Contractor for the execution of the Services as set out in a Purchase Order.

“**EAA**” means Education Above All Foundation and its assignees and successors.

“**Exhibits**” means any Exhibits to the Contract.

“**Force Majeure**” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure includes, but not limited to: war, hostilities (whether war be declared or not), invasion, act of foreign enemies; rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war; riot, commotion, disorder, strike or lockout by person other than the Contractor's Personnel and other employees of the Contractor; munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and natural catastrophes such as earthquake, hurricane or volcanic activity. Force Majeure shall not include shortage of funds.

“**Goods**” means the goods described in an Order to be delivered by the Contractor to EAA under the Contract including but not limited to manuals, operating instructions, reports and drawings related thereto.

“**Parties**” means EAA and the Contractor.

“**Personnel**” means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.

“**Order**” means the instructions of EAA to the Contractor to Proceed with the supply of a specific Services/Goods to EAA at a specific Contract Price.

“**Services**” means any and all services to be rendered by the Contractor in accordance with an Order. In the case of an Order for the supply of Goods, the term Services shall read “Goods” throughout these General Terms and Conditions.

“**Subcontractor(s)**” means any entity to which the Contractor subcontract any part of the Services.

“**Technical Information**” means all design data, design standards, drawings, specifications, instructions and other information referred to, provided by or caused to be provided by EAA.

#### **2. Scope**

2.1 These General Terms and Conditions apply to any Order.

### 3. Work

3.1 The Contractor shall perform the Services in accordance with the Orders agreed from time to time between the Parties. The Order shall describe the Services, schedules and, to the extent not covered by the agreed Exhibits, charges applicable.

3.2 The Contractor shall designate an authorized representative for the purpose of the Services and shall during its performance communicate and cooperate with EAA to ensure the Services meet EAA's requirements. EAA's representative shall at any time have access to work site(s) to inspect the Services being carried out by the Contractor, however, the Contractor shall remain solely responsible for the satisfactory performance and completion of the Services in accordance with the Contract.

### 4. The Contractor's obligations

4.1 The Contractor shall perform the Services and carry out its obligations under the Contract with all due diligence and efficiency in accordance with the generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

4.2 The Contractor shall at all times support and safeguard EAA legitimate interests in any dealings with third parties.

4.3 The Contractor and its Personnel shall report to and receive direction from EAA's designated project manager. The Contractor shall ensure that its Personnel strictly comply at all times with the Contract.

4.4 The Contractor shall be solely responsible for ensuring that the Services provided by the Contractor under the Contract are at all times carried out in compliance with all legislations, laws, rules, regulations, decrees and directives applicable to the Contractor. The Contractor shall at his sole expense file all necessary registration with governmental authorities of the State of Qatar and obtain all approvals of the Services from such authorities, to the extent that such registration and approvals may be required under the laws of the State of Qatar.

4.5 The Contractor shall:

- (A) keep EAA fully informed of the progress of the Services;
- (B) cause the Services to be completed within the agreed time; and
- (C) advise EAA as soon as it is reasonably practicable of any matters that will or are reasonably likely to delay the completion of the Services or increase the Contract Price, and the reasons thereof and advise on measures to reduce or avoid such delays or cost increases.

4.6 All design, calculations, drawings, purchase orders, bid evaluation, specifications, reports and all other documents relating to the Services produced by the Contractor for the purpose of the Contract shall be fit for their intended purpose. The Contractor shall be responsible for checking all documents and information supplied by EAA, (including Technical Information) and for preparing and proposing for EAA's approval such modifications to the same as the Contractor may consider necessary and/or desirable. Thereafter such documents and information shall be deemed to have been supplied by the Contractor for the purpose of the Contract.

4.7 The Contractor shall be responsible at all times for scheduling, progress monitoring, reporting and forecasting of the progress of the Services so as to achieve completion of the Services by the scheduled completion date or any authorized extensions thereof and in accordance with the execution programme.

4.8 The Contractor shall promptly at its own cost provide all Personnel, materials, equipment and all

other things required for the Service, unless it is expressly provided that certain items shall be provided by EAA. The Contractor warrants that all of its equipment and materials shall be in good condition and suitable for their intended uses.

#### **5. Inspection, Completion, and Guarantee**

5.1 The Contractor shall make available for the inspection of EAA at all reasonable times the relevant documents including schedules, designs, calculations, specifications, drawings, reports, purchase orders, quotations and quotations received from bid evaluations and recommendations.

5.2 All such documents shall be made available to EAA at any reasonable location specified by EAA and the Contractor shall provide a copy for EAA retention of any and all such documents specified by EAA at no cost to EAA.

5.3 EAA shall have the right to reject any part of the Services which does not comply with the requirements of the Contract. Upon receiving notice of rejection from EAA the Contractor shall immediately commence to re-perform, repair and or replace the defective part of the Services.

#### **6. Alterations, Additions and Omissions**

6.1 EAA may make any variation to the form, quality or quantity of the Services or any part thereof as deemed necessary in its opinion and it shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- (A) Increase or decrease the quantity of any Services included in the Contract;
- (B) Omit any such Services;
- (C) Change the character or quality or kind of any such Services;
- (D) Change the levels, lines, position and/or dimensions of any part of the Services; and
- (E) execute additional services of any kind necessary for the completion of the Services and no such variation shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

6.2 No such variation shall be made by the Contractor without an order in writing from EAA.

6.3 EAA shall determine the amount (if any) which in its opinion should be added to or deducted from the sum named in the Purchase Order in respect of any extra or additional services done or Services omitted by its order. All such work shall be valued at the rates set out in the Contract, if in the opinion of EAA the same is applicable. If the Contract does not contain any rates applicable to the extra or additional services, then suitable prices shall be agreed upon between EAA and the Contractor prior to delivery of the work.

#### **7. Warranty**

7.1 The Contractor warrants that all Services will be performed with skill, care and diligence by experienced and competent personnel, and conform to all applicable international and professional standards.

7.2 The Contractor warrants all Services and materials provided under the Contracts free from any defects for 24 (twenty four) months upon satisfactory completions and/or delivery, as applicable, during which period all corrective measures shall be performed promptly by the Contractor at his expense. Failing that, and where immediate action is required, EAA may have such defects rectified by third parties at the Contractor's expense. The Contractor shall ensure the unrestricted transfer to EAA of any additional warranty offered by manufacturers or suppliers of materials procured by the Contractor under the Contract.

#### **8. Health, Safety and Environment**

8.1 The Contractor shall, during the performance of the Service, be responsible for health, safety and protection of all persons and property associated with the Services. The Contractor shall comply and procure the compliance by its Personnel, agents or Subcontractors with all applicable health, safety, security and environment rules and regulations of EAA and/or any governmental or regulatory

body having jurisdiction over the Services.

#### 9. Contractor's Personnel

9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced. Contractor shall provide the personnel required for the performance of the Services and at his expense promptly replace any personnel who are incompetent, guilty of misbehavior or in any other way unacceptable to EAA. Contractor shall during performance of the Services remain an independent contractor and retain complete control over his personnel. The Contractor, his subcontractors and their respective personnel shall not in any way be or act as agents or employees of EAA or have authorization in any way to represent or commit EAA.

9.2 The Contractor shall ensure that its Personnel have a good working knowledge of the English language.

9.3 Unless otherwise provided for in the Contract, the Contractor shall, at its own cost, provide or arrange all travel, transportation and accommodation for the Personnel.

#### 10. Invoices and Payment

10.1 The Contractor's charges under the Contract shall be invoiced monthly in a form satisfactory to EAA, refer to the relevant Order and comprise original documentation for any reimbursable items and other supporting documentary evidence as EAA may require. Invoices shall reach EAA no later than 30 (thirty) days upon expiry of the calendar month during which the charges were incurred. Lump sum Services shall however be invoiced upon completion only, unless otherwise agreed.

10.2 The agreed charges shall be deemed all-inclusive, covering all Contractor's costs, expenses, taxes, duties and liabilities in relation to the Contract and the Services, and covering Contractor's profit.

10.3 Hourly, daily, monthly and similar rates shall apply to full such periods, and apply pro rata to parts of such periods. No overtime allowance or other allowances shall apply unless to the extent expressly agreed in advance. Increase in rates in Exhibit(s) shall be subject to prior agreement between the Parties, and no rate increase shall apply to Orders already agreed.

10.4 EAA shall pay invoices not later than thirty (30) business days from receipt of correct and complete original invoice with all supporting documents. Payment by EAA shall not constitute acceptance of the Services or relieve Contractor of any Contract obligation.

10.5 Payments to the Contractor shall be made to the bank account nominated by the Contractor. All bank charges are payable by the Contractor. Payments shall be made in either Qatar Riyals or United States Dollar. EAA may at any time, deduct any amount due or owed to EAA by Contractor under the Contract or other contracts.

10.6 If the Contractor does not hold a valid tax card, payments to the Contractor will be subject to withholding tax pursuant to the Qatari Tax Law.

10.7 Each invoice shall:

- (A) Bear the reference "Purchase Order No. ...." and "instruction to proceed no-----" (If applicable);
- (B) Clearly indicate the Service for which payment is requested as per the schedule of invoicing;
- (C) Be supported by all necessary supporting documents;
- (D) Clearly designate the Contractor's bank references and account number;
- (E) (clearly indicate all credits for sums due by the Contractor including reimbursement of advance payments, if any; and
- (F) Be in the name of "Education Above All Foundation".

10.8 EAA may within 30 (thirty) days after receipt of invoice notify the Contractor of any disputed item, and payment of such item may await settlement of the dispute, at EAA's option. Where the Contractor disagrees with EAA's specification, he shall so notify EAA within 30 (thirty) days upon

receipt of the same. Contractor may then:

- (A) Either send back the invoice corrected to the satisfaction of EAA; or
  - (B) Send back an invoice covering the non-disputed part. The invoice for the disputed part may be sent as the case may be after the settlement of the dispute.
- or failing that settlement shall be made in accordance with EAA's specification.

10.9 Upon settlement of any such dispute, the Contractor shall submit a revised invoice for all sums agreed for payment and EAA shall make appropriate payment. EAA's right to withhold such payment shall be in addition to, and is not in any way, in lieu of any other right of EAA.

10.10 The Contractor represents and warrants that all documents including invoices, vouchers, financial settlements, billings and supports submitted by the Contractor to EAA in support of any costs shall truly reflect the facts about the activities and transactions to which they pertain, and Contractor represents and warrants that in any further recording or reporting made by EAA for whatever purpose, EAA may rely upon such documents and the data therein as being complete and accurate. The Contractor further agrees to promptly notify EAA upon discovery of any instance where the Contractor has failed to comply with the provisions of this Clause. The Contractor shall place similar requirements on its Subcontractors. Payment of the Contractor's invoices shall be made by cheque or be transferred to the address or account mentioned on the Contractor's invoices.

## 11. Patents, Proprietary Rights and Intellectual Property

11.1 Title to any equipment, materials, Goods or drawings supplied or prepared by the Contractor for the purposes of the Contract shall vest in EAA as soon as they become identifiable as being related to the Contract, notwithstanding any payment considerations. However, EAA may, at any time thereafter, accept or refuse at its sole discretion the ownership of any of the same which may not be in conformity with the requirements of the Contract.

11.2 EAA shall have the sole right to seek patents for any idea or item arising out of the Services. The title to, copyright in and right of access to, possession and use of all items created under or arising out of the Services shall vest in EAA with effect from the date of commencement of the Services or creation of the item or document as applicable. The Contractor shall indemnify and hold EAA harmless against all liability in respect of the infringement of patent, copyright and other intellectual property rights caused by any design, item or method supplied or employed by the Contractor.

## 12. Confidential Information

12.1 Except as otherwise required by law, the Contractor shall not, and shall cause each of its, or its Subcontractors', directors, officers, managers, employees, agents, and representatives (collectively, "Representatives") not to,

- (A) Disclose the Confidential Information (defined below) to any person or entity other than Representatives of the Contractor that:
  - (1) Need to know the Confidential Information for the purposes contemplated by this Agreement; and
  - (2) Agree to be bound by the provisions of this Clause; or
- (B) Use the Confidential Information for any purpose other than the purposes contemplated by this Agreement.

12.2 Promptly upon the written request of EAA, the Contractor shall, and shall cause its Representatives to, return to EAA or destroy all Confidential Information. If the Contractor destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to EAA.

12.3 "Confidential Information" means:

- (A) Any information about EAA or its business stamped "confidential" or identified in writing as confidential; and

- (B) All notes, analyses, compilations, studies and other materials containing any information described as confidential.

12.4 The provisions of this Clause 12 (Confidentiality) shall continue in force notwithstanding termination of the Agreement.

### 13. Assignment

13.1 The Contractor shall not assign any of its rights and/or obligations under this Agreement without a prior written consent from EAA. EAA may assign any of its rights and/or obligation under this Contract with notice to the Contractor.

### 14. Records and Audit

14.1 The Contractor shall maintain comprehensive and correct records pertained to the Service and its performance, such records to be kept for not less than 24 (twenty-four) months after completion of the Service. Without prejudice to any other rights of EAA, EAA may at any time during this period audit any such records, and the Contractor shall assist in the audit(s). Fixed rates shall not be subject to audit. Upon audit completion, outstanding amounts due to either Party, as documented by the audit, shall be settled accordingly.

### 15. Liabilities and Indemnities

15.1 The Contractor shall protect, indemnify, defend and hold harmless EAA, its Affiliates, its co-ventures, and its and their respective officers, employees and agents from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from: (A) personal injury, including fatal injury and disease, to any person employed by the Contractor or its Subcontractors arising directly or indirectly out of or in connection with the performance of the Contract; and/or

(B) loss of or damage to property, facilities, material, equipment, tools, owned or rented, which are provided by the Contractor, its Subcontractors or their respective officers, employees or agents for use or intended for use in the performance of the Services,

Without regard to the cause or causes thereof, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) or breach of duty (statutory, contractual or otherwise) of either Party or any other person or entity.

15.2 The Contractor shall indemnify EAA in respect of loss of or damage to the property of EAA arising directly or indirectly out of or in connection with the performance of the Contract to the extent that such loss or damage is caused by any act or omission, including negligence, breach of duty, or willful misconduct, of Contractor, its Subcontractors or its or their respective officers, employees or agents.

15.3 The Contractor shall release, protect, indemnify, defend and hold harmless EAA, its officers, employees and agents in respect of all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from (i) personal injury, including fatal injury and disease, to and/or of any third party and/or (ii) any loss of or damage to the property of any third party, arising directly or indirectly out of or in connection with the performance of the Contract, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) or breach of duty (statutory, contractual or otherwise) of any other person or entity.

### 16. Insurance

16.1 Without limiting any of his liabilities under the Contract, the Contractor shall procure and maintain all insurance coverages required at law and for the performance of the Services. The Contractor shall provide waivers of insurer's right of subrogation.

### 17. Government Charges and Taxes

17.1 The Contractor shall pay all taxes of every nature, custom duties, dues, levies, excise duties, fees and charges assessed against it in connection with the Services and agrees to protect, indemnify, and hold harmless EAA from any and all claims or liability for taxes, dues, fees and charges assessed or levied by the government of the State of Qatar or any foreign government against the Contractor.

## 18. Force Majeure

### 18.1 Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations that the performance of which is or will be prevented by the Force Majeure. The notice shall be given within fourteen (14) calendar days after a Party becomes aware of the event or circumstance constituting Force Majeure.

### 18.2 Consequences of Force Majeure

If the performance of the Services is prevented for a continuous period of eighty four (84) calendar days by reason of Force Majeure in relation to which a notice has been given under Clause 18.1, EAA may, subject to its sole discretion, give to the Contractor a notice of termination of the Contract.

**(4) Appendix A**  
**FORM OF TENDER BOND**

This bond (the “**Bond**”) is made on the [inset day] day of [insert month] 201[insert year] by [insert name of Bank] whose registered office is at [insert address of Bank], Doha, the State of Qatar (the “**Bank**”) in favor of Education Above All Foundation (“**EAA**”).

**WHEREAS:**

(A) Pursuant to the invitation to tender (the “**RFP**”) dated [insert date] reference number [insert reference number] issued by EAA, a tenderer is bound, in order to prove seriousness, to submit a bank guarantee in favor of EAA.

(B) [Insert name of the tenderer] (the “**Contractor**”) intends to provide a proposal to EAA in response to the RFP.

**THE BANK UNDERTAKES as follows:**

1. The maximum aggregate liability hereunder shall be [insert amount of the bond] (the “**Bond Amount**”).

2. The Bank hereby unconditionally and irrevocably undertakes to EAA that upon receipt of a written demand (a “**Demand**”) from EAA, the Bank shall, without proof or conditions and notwithstanding any contest or dispute by the Contractor, pay to EAA, in full and without any set off, deductions or withholdings whatsoever, the amounts claimed by EAA up to the Bond Amount.

3. Any payment made under this Bond shall be made by the Bank to EAA’s account specified in the Demand.

4. This Bond is provided for and shall ensure to the benefit of EAA and may be assigned by EAA without the consent of the Bank provided that a notice of assignment shall be given to the Bank of such assignment together with the names and specimen signatures of the officers of the assignee duly authorized by the assignee to serve a Demand under this Bond following its assignment.

5. This Bond shall take effect on the date of its execution and shall expire on the date on which EAA rejects the Contractor’s proposal or in event of award of a contract to the Contractor, upon submission by the Contractor to EAA of a valid performance bond (the “**Expiry Date**”).

6. No action, event or condition under any applicable law relating to guarantees which could operate to discharge the Bank from its obligations under this Bond shall have any effect and the Bank hereby irrevocably waives any right which it may at any time have to apply such law so that in all respects its obligations hereunder shall be irrevocable and, except as stated herein, unconditional. In particular, but without limitation, the Bank shall not in any way be released or discharged from any liability under this Bond by any invalidity, illegality or unenforceability of the RFP terms and conditions, by any alteration, amendment or variation in the terms of the RFP nor by the insolvency, bankruptcy, winding up, administration or reorganization of EAA or any change in its status, function, control or ownership nor by any dispute or disagreement whatsoever between EAA and the Contractor.

7. The construction, validity and performance of this Bond shall be governed by, and construed in accordance with, the laws of the State of Qatar. Any dispute, controversy or claim arising out of or relating to this Bond or breach, termination or invalidity thereof, shall be settled by the courts of the State of Qatar.

**IN WITNESS WHEREOF** this Bond has been executed and delivered on the date first before written.  
**EXECUTED** and **DELIVERED** by



[Insert name of Bank]

[Insert name and signature of authorized signatory]

Stamp

**(5) Appendix B**

**Form of Performance Bond**

This bond (the “**Bond**”) is made on the [inset day] day of [inset month] 201[inset year] by [insert name of Bank] whose registered office is at [insert address of Bank] (the “**Bank**”) in favor of Education Above All Foundation (“**EAA**”).

**WHEREAS:**

(A) Pursuant to services order (the “**Agreement**”) reference no. [Insert reference number] dated [insert date] the [insert name of the services provider] (the “**Contractor**”) has agreed to provide EAA with services.

(B) Pursuant to the Agreement, the Contractor is required to provide to EAA an on-demand guarantee as security for the performance of its obligations under the Agreement.

**IT IS HERBY AGREED as follows:**

1. The maximum aggregate liability hereunder shall be [insert amount of the bond] (the “**Bond Amount**”).

2. The Bank hereby unconditionally and irrevocably undertakes to EAA that upon receipt of a written demand (a “**Demand**”) from EAA, the Bank shall, without proof or conditions and notwithstanding any contest or dispute by the Contractor, pay to EAA, in full and without any set off, deductions or withholdings whatsoever, the amounts claimed by EAA up to the Bond Amount.

3. Any payment made under this Bond shall be made by the Bank to EAA’s account specified in the Demand.

4. EAA may make one or more Demands under this Bond provided that the aggregate amounts claimed by EAA pursuant to this Bond shall not exceed the Bond Amount.

5. This Bond is provided for and shall ensure to the benefit of EAA and may be assigned by EAA without the consent of the Bank provided that a notice of assignment shall be given to the Bank of such assignment together with the names and specimen signatures of the officers of the assignee duly authorized by the assignee to serve a Demand under this Bond following its assignment.

6. This Bond shall take effect on the date of its execution and shall expire at the expiry of the term of the Agreement (the “**Expiry Date**”), save and except in relation to any Demand received on or before the Expiry Date. EAA shall forthwith advise the Bank and return the original of this Bond within thirty (30) days of the Expiry Date.

7. No action, event or condition under any applicable law relating to guarantees which could operate to discharge the Bank from its obligations under this Bond shall have any effect and the Bank hereby irrevocably waives any right which it may at any time have to apply such law so that in all respects its obligations hereunder shall be irrevocable and, except as stated herein, unconditional. In particular, but without limitation, the Bank shall not in any way be released or discharged from any liability under this Bond by any invalidity, illegality or unenforceability of the Agreement nor by any alteration, amendment or variation in the terms of the Agreement nor by any allowance of time by EAA under the Agreement nor by any forbearance or forgiveness or indulgence in respect of any matter or thing concerning the Agreement on the part of EAA nor by the insolvency, bankruptcy, winding up, administration or reorganization of EAA or any change in Its status, function, control or ownership nor by any dispute or disagreement whatsoever between EAA and the Contractor under or in relation to the Agreement.

8. The construction, validity and performance of this Bond shall be governed by, and construed in accordance with, the laws of the State of Qatar. Any dispute, controversy or claim arising out of or relating to this Bond or breach, termination or invalidity thereof, shall be settled by the courts of the State of Qatar.

**IN WITNESS WHEREOF** this Bond has been executed and delivered on the date first before written.  
**EXECUTED** and **DELIVERED** by

[Insert name of Bank]

[Insert name and signature of authorized signatory]  
Stamp