



## STANDARD TERMS FOR SUPPLIERS CONTRACTED BY CSM LIVE FOR ADVERTISING AND ITS GROUP COMPANIES

The supply of all goods and/or services (which shall include all materials and deliverables) to CSM Live for Advertising (“CSM”) by the Supplier on a non-exclusive basis is subject to these Standard Terms.

CSM operates as a group of individual businesses transacting separate lines of business. The particular group business through which CSM acts as a party to the Agreement is identified as CSM Live. The rights and obligations of CSM as a party to the Agreement, and its liability to the Supplier do not extend beyond CSM Live, except to the extent any other group business is explicitly and separately identified in the Agreement as having rights and obligations in relation to the Supplier.

All orders for goods and/or services will only be authorised if they are made in writing either:

- a) on the official CSM Booking Form;
- b) in certain circumstances, a CSM Purchase Order, which contains a link to these Standard Terms; or
- c) in a Letter of Engagement (“LOE”) which contains an authorised contract number.

Both the Supplier and CSM will be required to sign the CSM Purchase Order, Booking Form or the LOE as applicable and in so doing, the Supplier automatically accepts these Standard Terms.

For the purpose of these Standard Terms:

- a) “**Agreement**” refers to these Standard Terms and any relevant CSM Booking Form, CSM Purchase order or LOE that may have been entered into by the parties;
- b) “**Services**” mean the specific goods and/or services to be supplied by the Supplier as set out on a case by case basis in a LOE, Purchase Order or a Booking Form; and
- c) “**Charges**” mean the fees, costs and expenses for the Services as set out on a case by case basis in a LOE, Purchase Order or a Booking Form.

### 1 INTELLECTUAL PROPERTY RIGHTS, TITLE AND RISK

- 1.1 Intellectual Property Rights means any and all rights in and to all inventions, patents, utility models, know-how, designs (both registered or unregistered), rights in computer software, database rights, copyright and trade marks (both registered and unregistered), service marks, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, topography rights, moral rights, rights in confidential information (including trade secrets), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature (“**IPR**”).
- 1.2 The IPR together with all image and moral rights in all materials and deliverables as specified in the Purchase Order, Booking Form or LOE, including artwork, photography, design files, planning documents, footage (in all forms of media), copy and other work produced as a result of the Agreement shall be assigned with full title guarantee all rights, title and interests to CSM on creation and become the permanent property of CSM (“**Project Produced Materials**”).
- 1.3 The Supplier will indemnify CSM against any claim made against CSM for any alleged or actual infringement, whether or not under English law, of any third party’s IPR or other rights relating to or arising out of the use of anything created in the course of providing Services, including the Project Produced Materials.
- 1.4 Title to the Project Produced Materials shall pass to CSM upon the earlier of delivery or the first payment by CSM in respect of the Project Produced Materials and the Supplier shall take all reasonable steps to pass title in such Project Produced Materials including, where necessary, completing a vesting certificate.
- 1.5 The Supplier hereby grants to CSM a fully paid-up, non-exclusive, transferable, perpetual and irrevocable licence to use, reproduce and maintain any material used by the Supplier to comply with its obligations under this Agreement (or any agreement with the Client) which is subject to the Supplier’s IPR.
- 1.6 The Supplier shall not use any of the Client’s IPR, trade marks or any material to perform the Services which is, or may be, subject to any third party Intellectual Property Rights (including any Intellectual Property Rights of FIFA) without the express prior written approval of the Client (which may be conditional and provided at the Client’s absolute discretion).
- 1.7 The Supplier shall not, by virtue of the Agreement, obtain or be able to create or exercise a lien, pledge, charge, mortgage or other security interest or encumbrance or any similar right or interest over or in relation to any Project Produced Materials.
- 1.8 The risk of loss of or damage to any Project Produced Materials shall remain with the Supplier until the Project Produced Materials are delivered as set out below.



1.9 Delivery shall mean delivery at the location confirmed in writing by CSM to the Supplier with respect to the relevant Project Produced Materials and as confirmed by the Supplier's normal "proof of delivery" as notified to and approved by CSM.

## **2 FINANCIAL**

2.1 CSM operates a Purchase Order system for the procurement of goods and services. CSM shall not be liable to make any payment to the Supplier without an authorised Purchase Order having been issued.

2.2 Under no circumstances whatsoever shall the Supplier act upon an unauthorised Purchase Order. Until it is officially authorised the Purchase Order will be clearly marked UNAUTHORISED. CSM will not be liable to make any payment against any unauthorised Purchase Order even if the goods detailed therein are delivered.

2.3 Clause 2.2 may only be overridden by an authorised signatory of CSM in writing.

2.4 The monetary amount specified in the Purchase Order represents all charges required for completion of the work specified therein including all delivery costs, packing, and other related costs.

2.5 No additional monetary amount for any reason nor any claim for costs arising from overtime working as a result of any unforeseen circumstances will be paid unless agreed in writing by CSM and contained within a Purchase Order.

2.6 Payment will be made the later of forty five (45) days after receipt of the Supplier's valid VAT invoice or fourteen (14) days after receipt by CSM of the funds from the relevant client on whose behalf CSM is purchasing the Supplier's Services (subject always to the receipt of the Supplier's valid VAT invoice). For the avoidance of doubt, CSM shall only make payment to the Supplier once it receives funds for the corresponding payment from the relevant Client and if CSM receives payments from the relevant Client in instalments, then payment to the Supplier shall be paid in proportionate instalments.

2.7 The Charges include all taxes, customs duties and tariffs or similar charges and there shall be no change in the Charges due to any increase or variation in such taxes, customs duties and tariffs or similar charges that may become due in relation to the Services after the date of this Agreement. If CSM or its Client is required under any applicable law to withhold any portion of the amounts on an invoice and remit such withheld amount to Governmental authorities as withholding tax, the Suppliers agrees that it may do so. CSM or its Client shall not be obliged to reimburse the Supplier for any amounts of withholding tax so withheld.

2.8 CSM shall have the right, upon reasonable notice, to audit the Supplier's accounts to review and verify the Supplier's compliance with the provisions of the Agreement and verify that the charges (and any proposed or actual variations to them in accordance with these Standard Terms) have been accurately and properly calculated and applied by the Supplier. The Supplier shall provide, within five (5) days of written request by CSM, details costs and timesheets with full breakdowns of the costs and time incurred by the Supplier, together with any other documents and information as requested.

2.9 The Supplier shall disclose to CSM any cash, volume or similar discount available to the Supplier in the provision of the Services and CSM shall have the right to benefit from any such cash, volume or similar discount (as may be applicable). Further, the Supplier shall not mark up any costs included as part of the Charges in the provision of its Services.

2.10 Unless agreed otherwise, all payments shall be made in sterling by transfer to such bank account as the Supplier may from time to time notify in writing to CSM.

2.11 CSM may without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Agreement against any amounts payable by it to the Supplier under the Agreement.

2.12 CSM may withhold payment of the Charges if the Supplier is in breach of any of the terms of this Agreement, including any deadlines or KPIs.

2.13 The Supplier is responsible for the correct tax treatment of all payments made to it by CSM.

## **3 TIME FOR PERFORMANCE**

3.1 Time is of the essence in the performance of the Agreement by the Supplier. CSM has the right to sue for damages and loss if the Supplier fails to meet the agreed timeframes set out in the Agreement.

3.2 The Supplier shall immediately notify CSM if it considers it's reasonably unlikely that the it will be able to meet the agreed timeframes.

3.3 In the event of failure by the Supplier to deliver the goods and/or perform the services in compliance with the terms of this Agreement (including by failing to provide any goods and/or services by the applicable timeframes set out in Purchase Orders and/or Booking Forms), or in the event CSM reasonably considers the Supplier is likely to so fail, CSM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:

3.3.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;

3.3.2 to require the Supplier to immediately deliver to CSM all goods or services whether or not complete at such point in time;



- 3.3.3 to refuse to accept any subsequent delivery of the goods and/or performance of the Services which the Supplier attempts to make;
  - 3.3.4 either itself or through engaging a third party, to take such steps as CSM considers necessary to ensure the performance of that part of the services or the Supplier's other obligations under the Agreement which the Supplier is unable to perform and to recover from the Supplier any costs incurred by CSM in obtaining substitute goods and/or services, including from a third party;
  - 3.3.5 to require the repayment of the whole or any part of the Charges paid (including any form of deposit) for any goods and/or Services not actually delivered in compliance with the terms of this Agreement, which shall be recoverable as a debt from the Supplier;
  - 3.3.6 to claim damages for any additional costs, loss or expenses incurred by CSM which are in any way attributable to the Supplier's failure; and/or
  - 3.3.7 to claim delay damages at a rate of one percent (1%) per day of the Charges ("**Delay Damages**"), which shall be paid for every day which shall elapse between the specified date for performance of the Services in accordance with the applicable timetable or timeframes (set out in Purchase Orders and/or Booking Forms) and the date of actual performance of the Services. The total amount due under this clause 3.3.7 shall not exceed ten percent (10%) of the Charges.
- 3.4 Delay Damages shall:
- 3.4.1 be due and payable or allowed to CSM at the end of each week (or part thereof) to which they relate; and
  - 3.4.2 not relieve the Supplier from its obligation to perform the Services, or from any other duties, obligations or responsibilities which the Supplier may have under this Agreement in respect of the Services.
- 3.5 The Supplier and CSM acknowledge and agree that the Delay Damages represent a genuine pre-estimate of CSM's loss arising out of the Supplier's failure to achieve completion of the Services by the time specified in the applicable timetable or timeframe for the Services.
- #### 4 TERMINATION
- 4.1 CSM may terminate the Agreement immediately, without recourse to any legal, arbitral or judicial proceedings:
- 4.1.1 if the Supplier is in breach of the Agreement or these Standard Terms and has failed (in the case of a breach capable of being remedied) to remedy the breach within five (5) business days (being any day which is not a weekend or public holiday in England and Wales) of a written request to do so;
  - 4.1.2 if (i) CSM's agreement with a Client for whom it is purchasing the Supplier's services terminates; or (ii) changes required by CSM's Client materially change the scope of CSM's services to the Client, such that the Supplier's services are no longer required;
  - 4.1.3 if the Supplier is in breach of clauses 5.1.4, 5.1.6 and 5.1.12; and/or
  - 4.1.4 if the Client rejects the appointment of the Supplier.
- 4.2 CSM may terminate the Agreement on written notice of ten (10) business days if the Supplier:
- 4.2.1 being a body corporate: (i) is unable to pay its debts as they fall due; (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets; (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction;
  - 4.2.2 being an individual: (i) is subject to a bankruptcy petition or order made against him, or enters into any composition or arrangement with or for the benefit of his creditors; or (ii) if a receiver (including fixed charge or court appointed), manager, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of the individual; or
  - 4.2.3 is subject to a Change of Control (as defined in clause 4.8 below) to a competitor of CSM, as determined by CSM in its sole discretion, acting reasonably.
- 4.3 The termination of the Agreement for any reason shall not affect those provisions expressly or implicitly having effect after termination.
- 4.4 If in CSM's reasonable opinion, the Supplier, or any controlled or controlling person of the Supplier, acts or omits to act in a way which does or may bring CSM or its Client into disrepute or would adversely impact on CSM's or its Client's good name, reputation or public



image, including causing or permitting anything which is offensive, immoral or illegal, CSM shall have the right to terminate this Agreement.

- 4.5 The rights to terminate the Agreement set out in this clause 4 shall be without prejudice to any other right or remedy of any party in respect of the breach concerned (if any) or any other breach.
- 4.6 On termination of this Agreement by CSM howsoever arising, the parties agree that the provisions of clause 3.3 shall apply.
- 4.7 Except for Supplier's breach in accordance with clause 4.1.1, CSM shall pay the Supplier all costs for Services actually delivered in compliance with the terms of this Agreement and to the satisfaction of CSM up to the point of termination but shall not be liable to the Supplier for any further costs, losses or damages under any circumstances.
- 4.8 For the purposes of this Agreement, "**Change of Control**" means the sale of all or substantially all the assets of the Supplier; any merger, consolidation or acquisition of the Supplier with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Supplier in one or more related transactions.

## 5 PROVISION OF SERVICES AND INSURANCE

- 5.1 The Supplier warrants that it will:
  - 5.1.1 provide the goods and/or services at all times with a reasonable level of skill, care and diligence, in a good, safe and professional manner, in conformity with Good Industry Practice;
  - 5.1.2 use personnel who are suitably skilled, with the appropriate levels of training, qualification, expertise and experience to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
  - 5.1.3 use hardware, software, resources and equipment which are reliable, up to date, safe and in a condition which is adequate and appropriate to enable the Services to be provided in accordance with this Agreement;
  - 5.1.4 ensure that the Services (a) will be carried out with proper regard to health and safety, (b) conform in all respects and at all times with any specification and/or description for the Services agreed by the parties and (c) comply with all applicable legislation (including, for the avoidance of doubt, all the laws of the State of Qatar and all export laws and all immigration and employment requirements imposed by any applicable jurisdiction);
  - 5.1.5 ensure that the product(s) of the Services are of satisfactory quality (and acknowledges that CSM reserves the right to reject any items that are not installed with approved methods, materials or quality, with any being reproduced/re-installed at the expense of the Supplier) and that any work sent to CSM for approval is in line with its Client's standards and linguistic style guide produced by the Marketing & Communications Department;
  - 5.1.6 at all times act in a manner free from dishonesty and corruption (as further detailed in clause 10), and act in good faith in its dealings with the Client or CSM (on behalf of its Client) (including in respect of the selection of all third party providers);
  - 5.1.7 comply with all the Client's Health, Safety, Security and Environment "HSSE" requirements at all times;
  - 5.1.8 at all times promote the best interests of the Client and act in a manner which shall promote and enhance the public image and reputation of the Client;
  - 5.1.9 without prejudice to the any other condition in this Agreement, the Supplier in purchasing services, material, equipment or parts required for the Services, shall abide by and comply, and cause compliance by its sub-contractors or personnel, with the provisions of Qatar Law No. (24) for the year 2015, Council of Ministers Resolution (22) for the year 2016, Qatar Law No. (6) for the year 1987 and Circular No. 3 for the year 2013 (where applicable) concerning priorities given to "National Products and Products of National Origin", provided that the quality and technical specifications of such material and equipment, and terms of delivery are in accordance with the Agreement;
  - 5.1.10 make its representatives available to CSM at mutually acceptable times and locations to keep CSM fully informed of the progress of the Services being provided and provide CSM with regular status updates as may be reasonably requested by CSM;
  - 5.1.11 meet any agreed performance dates and provide the Services in accordance with any agreed KPIs;
  - 5.1.12 provide sufficient dedicated resources for sole use of the project and/or Services and must not commit these resources to other projects during the duration of the agreed contract timelines. Should the Client deem that the Supplier is not in compliance, CSM may terminate this agreement immediately (in accordance with clause 4.1.3);
  - 5.1.13 provide all information reasonably requested in writing by CSM including, but not limited to, evidence of the Supplier's delivery capacity;



- 5.1.14 when engaging members for the purposes of performing the Services, and to the extent commercially reasonable to do so, give priority to qualified Qatari nationals and Qatari companies and shall ensure that any persons appointed by it or associated with it and/or agents, at whatever tier, do the same; and
- 5.1.15 (and anyone acting on its behalf will) use all reasonable endeavours to avoid any Conflict of Interest. If during the course of the performance of the Services, the Supplier, Supplier Team or anyone acting on the Supplier's behalf becomes aware of a Conflict of Interest, the Supplier shall immediately notify CSM providing sufficient details of the relevant Conflict of Interest and a proposal as to how the Conflict of Interest may be resolved to CSM (and, if necessary, the Client) reasonable satisfaction.
- 5.2 Following receipt of notice under clause 5.1.15 or upon CSM becoming aware of a Conflict of Interest, CSM may take such action as is reasonably necessary to resolve the Conflict of Interest, including by (a) terminating this Agreement, (b) requiring the replacement of sub-contractor or sub-consultant in respect of which a Conflict of Interest has arisen, or (c) directing a change to the Services in respect of those Services which are, in the reasonable opinion of CSM (or, if necessary, the Client), affected by the relevant Conflict of Interest.
- 5.3 In the event that CSM becomes aware of any discrepancy, error or deficiency in the Services, it shall notify the Supplier immediately. In the event that any discrepancy, error or deficiency in the Services is discovered during the Term, the Supplier shall with CSM's approval, without delay and at its own cost, rectify such discrepancy, error or deficiency or re-perform such Services.
- 5.4 If required to attend a CSM (or its Client's) site, the Supplier and its staff, personnel and representatives and all those acting under its authority shall comply with all site requirements and instructions as notified to the Supplier (whether by the Client, CSM or otherwise).
- 5.5 The Supplier shall, at its own expense, maintain in force with a reputable insurance company, (i) public liability/commercial general liability insurance with a single limit of not less than £5,000,000 for each and every occurrence for a project specific policy and £5,000,000 in the aggregate (and should include a waiver of subrogation in favour of the Client and FIFA, principal existing and surrounding properties clause, and primary insurance clause); (ii) workers' compensation insurance with a minimum limit of liability as required by applicable law and employers' liability insurance with a minimum of £10,000,000 for each and every occurrence (and should both include waiver of subrogation in favour of the Client and FIFA); (iii) professional liability indemnity insurance with a minimum of USD 5,000,000 for each and every occurrence and in the aggregate for a project specific PI policy (and should include an indemnity to principals' endorsement in favour of the Client and FIFA); (iv) product liability insurance (if goods are supplied) and insurance of goods up to the full replacement value of the goods; (v) automobile liability insurance with a minimum limit of liability as required by applicable law; and (vi), together with such additional insurance and requirements as may be requested by CSM given the nature of the supply of the goods and/or services provided by the Supplier, and to such a level acceptable by CSM to cover the Supplier's legal liabilities under this Agreement.
- 5.6 Supplier must supply valid certificates of insurance to CSM prior to work commencing.
- 5.7 CSM shall have the right to require the Supplier to increase its level of insurance, or to procure additional insurance (in each instance at the Supplier's own expense), if in CSM's reasonable opinion it deems the Supplier's insurance to be inadequate.
- 5.8 The Supplier remains responsible at all times for its personnel and for any persons appointed by it or associated with it to provide the goods and/or services and shall ensure that it and its personnel have all the necessary permits, licences, accreditations, right to work documents, insurances, skills and experience to provide the Services. For the purposes of these standard terms a person associated with the Supplier includes any sub-contractor of the Supplier which must have been approved in advance in writing by CSM.
- 5.9 If the Client has notified CSM that it considers the performance or conduct of any person engaged in the provision of the Services is unsatisfactory and that the Client, acting reasonably, requires removal of such person from the provision of the Services, the Supplier shall, at its sole risk, cost and expense, promptly provide a suitably qualified and competent replacement (unless the Client or CSM (on its Client's behalf) and the Supplier agree a replacement is unnecessary), such replacement to be approved and accepted by the Client or CSM (on its Client's behalf) in writing prior to any such replacement being effected.
- 5.10 The Supplier shall keep full and accurate records, in English, relating to the fulfilment of its obligations under this Agreement ("**Records**") for a period of at least two (2) years after termination of this Agreement. The Supplier shall grant the Client (or CSM acting on its Client's behalf) and its authorized agents and/or professional advisors the right of access at reasonable times to inspect and take copies of the Records and any part of them, and shall allow the Client to obtain such information as it considers necessary to monitor and verify the Supplier's performance and amounts invoiced, provided that any such inspection is carried out with reasonable prior notice so as not to have any material adverse effect on the performance of the Supplier's obligations under this Agreement. The Client reserves the right to inspect the Supplier's premises or any other location where the Services are being performed.
- 5.11 If required, the Supplier shall: (a) provide all necessary facilities for its staff, at its own cost, to effectively carry out the Services, including suitable office space located in Doha, all travel, accommodation, food, medical treatment, insurance coverage, all necessary visas, sponsorship documentation, work permits, and other immigration requirements; (b) have dedicated server space integrated with the Client (if necessary) and high-speed internet connection with systems in place to facilitate remote access to files by Supplier, CSM, third parties and the Client; (c) supply their staff with computers and all other equipment required to perform their role; and (d) provide all local transport necessary for the staff to effectively carry out their duties and responsibilities under the Services.



## 6 PROHIBITED PUBLICITY ACTIVITIES

- 6.1 "Protected Marks" means any trademarks, trade names, logos, designs or similar graphics which may be advised to the Supplier by CSM as being protected and/or any name or logo of CSM (or its Client).
- 6.2 The Supplier agrees that it shall not:
- (a) use any marks or any trade marks, trade names or logos which cause confusion with the Protected Marks;
  - (b) use its name and logo on any of the deliverables produced for this project;
  - (c) undertake any form of Ambush Marketing which means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any of the Protected Marks or any of the activities covered by the Agreement;
  - (c) cause to be done, or permit anyone reasonably within the Supplier's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks;
  - (d) take or publish any photographs or make any other graphical or other reproduction (including film) in connection with the provision of the goods and/or services or for personal use without the prior written permission of CSM;
  - (e) represent, directly or indirectly, that any product or service provided has been endorsed or approved by CSM (or its Client) or the event or activity for which the goods and/or service is being provided;
  - (f) use in advertising, publicity or any other communication, whether written, electronic or any other means, CSM's (or its Client's) name and/or logo, or any Protected Mark; or
  - (g) publish or issue any statement (factual or otherwise), media release, announcement or other public discourse to any third parties about the Supplier's provision of goods and/or services to CSM (or its Client), the FIFA World Cup Qatar 2022™ or this Agreement. Any disclosure by the Supplier in violation of this clause 6.2(g) shall be deemed a material breach of this Agreement.

## 7 LIABILITIES

- 7.1 Nothing in the Agreement shall limit the liability of either party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
- 7.2 CSM's rights and remedies under this Agreement are in addition to its rights and remedies implied by statute and common law.
- 7.3 The Supplier will indemnify CSM against all costs, losses, damages and liabilities (whether direct or indirect) including any interest, penalties and legal and other fees and expenses awarded against / incurred or paid by CSM resulting from a breach, act or omissions by the Supplier (or any persons appointed by it or associated with it and/or agents) of any of its contractual obligations arising under the Agreement.
- 7.4 CSM shall not be liable under any circumstances to the Supplier for any indirect or consequential loss, including: (i) loss of revenue or profits; (ii) loss of business; (iii) loss of opportunity (iv) loss of goodwill; (v) loss of reputation; or (v) loss of, damage to, or corruption of data.
- 7.5 CSM shall not be responsible for any Guests attending an event to which the Services relate, and CSM shall not assume any liability for any loss, injury (including death) or damage: (i) caused by the Guests; or (ii) to the Guests or their property, unless the same arises as a result of CSM's negligence.
- 7.6 Except as stated in clause 7.1, the aggregate liability of CSM to the Supplier with respect to all claims under or in connection with the Agreement shall be limited to damages not exceeding the total amount of fees and costs paid or payable by CSM to the Supplier under the Agreement in the twelve (12) months immediately prior to the date of any claim or series of connected claims.

## 8 CONFIDENTIALITY

- 8.1 Each party undertakes that it shall not during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information (as defined in clause 8.4) except as permitted by Clause 8.2.
- 8.2 Each party may disclose the other party's Confidential Information:
- 8.2.1 to its employees, officers, representatives or advisers or those that have a need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 8; and



8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided such disclosure is kept to a minimum, where possible.

8.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8.4 For the purposes of this Agreement, "**Confidential Information**" means all information disclosed by or on behalf of a party or otherwise acquired by a party which is clearly marked as confidential or notified in writing to the receiving party as being confidential or by its nature is reasonably deemed to be confidential including, but not limited to, all business, financial, commercial, technical, operational, organisational, legal, management and marketing information marked as confidential or notified in writing to the receiving party as confidential.

8.5 If required by the Client or CSM, the Supplier shall arrange for any member of the Supplier Team and/or its sub-contractors to enter into a confidentiality agreement directly with the Client or CSM on terms no less onerous than as set out in this clause [8](#).

## 9 FORCE MAJEURE

9.1 If either party is prevented or delayed by Force Majeure from the performance of any of its obligations under the Agreement (the "**Defaulting Party**"), then the Defaulting Party shall not be liable to the other party for delay or non-performance of its obligations under the Agreement so affected and such delay or non-performance shall not constitute a breach of the Agreement provided that:

9.1.1 the delay or non-performance is beyond the reasonable control of the Defaulting Party affected and the Defaulting Party had implemented reasonable contingencies (including, in relation to the Supplier only, its own supply chain) or redundancies to prevent or mitigate such delay or non-performance;

9.1.2 as soon as reasonably practicable after the start of the event of Force Majeure, the Defaulting Party, notifies the other party in writing of the event of Force Majeure, its likely or potential duration, the effect of the event of Force Majeure on its ability to perform any of its obligations under this Agreement, and throughout the duration of the event of Force Majeure keep the other party abreast of any changes or developments to the above;

9.1.3 the Defaulting Party uses all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations and resume performance as soon as reasonably possible (and for the avoidance of doubt, any failure to fulfil or delay in fulfilling payments obligations under this Agreement due to an event of Force Majeure shall not relieve the Defaulting Party of the obligation to fulfil such obligations once the impact of the relevant event of Force Majeure ceases to prevent performance, unless such obligations have become impossible to perform); and

9.1.4 the corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Defaulting Party (including for the avoidance of doubt the suspension of CSM's obligation to pay amounts pursuant to clause **Error! Reference source not found.** during any period the Supplier is prevented from providing the goods and/or services unless and until actual provision of the goods and/or services).

9.2 "**Force Majeure**" shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including without limitation (i) any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, (ii) any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), (iii) an event of national significance (including any day of national mourning), (iv) any fire, explosion, storm, flood, earthquake, subsidence, or other natural physical disaster; (v) epidemic or pandemic. Notwithstanding the preceding, none of the following shall constitute an event of Force Majeure:

9.2.1 any circumstances preventing or delaying the Supplier in performance of this Agreement, where such circumstances were known (or should reasonably have been known) by the Supplier at the date of the Supplier entering into this Agreement and agreeing to the deadlines for delivery contained herein and it being reasonably foreseeable that such circumstances could lead to such prevention or delay;

9.2.2 inability of the Supplier to obtain equipment, materials or personnel required to deliver obligations hereunder; and/or

9.2.3 strike, lockout or other industrial disturbances involving the Supplier's workforce or its agents or sub-contractors.

9.3 If any event or circumstances prevent the Supplier from performing its obligations under the Agreement for a continuous period of more than fifteen (15) business days or in the event CSM reasonably considers the Supplier is likely to be so prevented due to an event of Force Majeure, CSM may terminate the relevant Purchase Order or Booking Form immediately by giving written notice to the Supplier. Where CSM terminates this agreement pursuant to this clause 9.3, clause 4.7 shall apply and CSM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:

9.3.1 to require the Supplier to immediately deliver to CSM all Services whether or not complete at such point in time; and/or

9.3.2 to require the repayment of the whole or any part of the price paid (including any form of deposit) for any Services not actually delivered in compliance with the terms of this Agreement, which shall be recoverable as a debt from the Supplier.

9.4 Without prejudice to the generality of the foregoing (including without limitation clause 4.1.2), if the event or events (as applicable) for which CSM is purchasing the Supplier's Services is cancelled on account of any event of Force Majeure and such events are not



rescheduled the same shall not be a breach of this Agreement and no amounts shall be payable by CSM in respect of the Services not actually provided by the Supplier hereunder. Where such an event is rescheduled the Supplier, CSM shall have the option to:

9.4.1 terminate the Agreement in accordance with clause 9.3; or

9.4.2 require the Supplier, at no added cost to CSM, deliver the Services to the location on the dates notified to it by CSM.

## 10 COMPLIANCE WITH REGULATORY AND CLIENT REQUIREMENTS

10.1 The Supplier shall comply, and shall procure that its associates comply with:

10.1.1 the UK Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

10.1.2 any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced in the state(s) in which the party is registered, established or in which it otherwise conducts activities;

10.1.3 the Data Protection Act 2018 and all other applicable laws, regulations, codes and sanctions relating to data protection and information security, and, where applicable, the provisions of Appendix 1;

10.1.4 any health and safety requirements and regulations, including the Health and Safety at Work Act 1974 and any relevant documents as requested by CSM;

10.1.5 the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking; and

10.1.6 the Workers' Welfare Standards, the Sustainable Sourcing Code and any other mandatory Client policies or procedures (as may be notified to the Supplier from time to time),

(the "**Relevant Requirements**").

10.2 The Supplier shall have in place adequate procedures designed to prevent its associates from engaging in any activity, practice or conduct which would infringe any of the Relevant Requirements. The Supplier shall provide such supporting evidence of such procedures as CSM may reasonably request.

10.3 The Supplier acknowledges and agrees that any rights, obligations, remedies or liabilities in the Workers' Welfare Standards, the Sustainable Sourcing Code and any other mandatory Client policies or procedures (as may be notified to the Supplier from time to time) are in addition to and do not in any way replace, alter or amend any rights, obligations, remedies or liabilities contained in these Standard Terms.

10.4 The Supplier shall perform the Services strictly in accordance with and so as to best give effect to the Workers' Welfare Standards and the Sustainable Sourcing Code. The Supplier shall ensure that any sub-contracts of any tier require the relevant sub-contractors to comply with the Workers' Welfare Standards, the Sustainable Sourcing Code and any other mandatory Client policies or procedures (as may be notified to the Supplier from time to time).

10.5 The Supplier shall use reasonable commercial efforts to comply with any Policies and Procedures other than mandatory Client policies and procedures that are provided by the Client or CSM (on its Client's behalf) to the Supplier from time to time.

10.6 If stated as applicable by the Client or CSM (on its Client's behalf) the Supplier shall comply with the Workers' Welfare Reporting Obligations set out in Appendix 2.

10.7 The Supplier shall comply with the Sustainability Reporting Obligations set out in Appendix 3.

10.8 The Supplier or anyone acting on the Supplier's behalf shall not commit, either directly or indirectly, any Prohibited Act. The Supplier shall indemnify, defend and hold harmless CSM from all Losses suffered by CSM or any third party, arising out of or in connection with the Supplier, the Supplier Team or anyone acting on the Supplier's behalf committing a Prohibited Act

10.9 The Supplier shall indemnify CSM against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, CSM as a result of any breach of this clause 10 by the Supplier or any breach of provisions equivalent to this clause in any subcontract by any subcontractor of the Supplier.

10.10 For the purposes of this clause 10, a person associated with a party includes any directors, employees, agents, representatives, contractors or permitted subcontractor of that party.

10.11 CSM may terminate this Agreement by written notice with immediate effect in the event that the Supplier breaches, or is investigated for a breach of, any of the provisions of this clause 10.

## 11 SUPPLIER WARRANTIES



- 11.1 The Supplier warrants that:
- 11.1.1 in carrying on its business, it abides by all relevant and applicable laws and regulations, including the Relevant Requirements, and neither the Supplier, nor any controlled or controlling person nor official of the Supplier, is subject to any such sanctions, or will receive any significant benefit in money or otherwise from the work being done for CSM;
  - 11.1.2 it is not, nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Supplier is not identified on any restricted party list issued by a national government or international organisation as subject to any sanction or embargo, including without limitation, any such list maintained by the Security Counsel of the United Nations, the European Union, the United Kingdom and/or by the authorities of the state(s) in which the Supplier is registered, established or in which it otherwise conducts activities;
  - 11.1.3 it has disclosed to CSM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or CSM's good name, reputation, or public image; and
  - 11.1.4 it has in place systems for preventing, auditing and investigating fraudulent, corrupt or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.

11.2 Breach of any of the warranties in this clause shall entitle CSM to terminate the Agreement by written notice with immediate effect.

## 12 VARIATIONS AND ADJUSTMENTS

- 12.1 Variations in respect of any Services may be initiated by CSM (on its Client's behalf) at any time, either by an instruction or by a request for the Supplier to submit a proposal. A variation may, at the absolute discretion of the Client (CSM acting on its behalf), include the omission of any Service with a view to having others perform such Service.
- 12.2 The Supplier shall: (a) execute and be bound by each variation; and (b) commence work in relation to such variation immediately upon the instruction or approval of such variation pursuant to this clause 12.
- 12.3 The Supplier shall promptly notify CSM (with particulars) if the Supplier considers that it cannot readily perform the Services required for the variation. Upon receiving this notice, CSM shall notify the Client who shall cancel, confirm or vary the instruction. The Supplier shall not delay any performance of the Services whilst awaiting a response.
- 12.4 The Supplier shall not make any alteration and/or modification of the Services, unless and until CSM instructs or approves (on behalf of the Client) a variation.
- 12.5 Notwithstanding any other provisions in this Agreement to the contrary, the Supplier shall not be entitled to any claim for any amendment to the timetable or any adjustment to the Charges arising out of or in connection with a variation to the extent the variation results from: (a) a failure by the Supplier to perform its obligations in accordance with this Agreement; (b) any Services not being in compliance with the requirements of the Agreement; and (c) any negligent or willful act or omission of the Supplier or the Supplier Team.
- 12.6 If the Client or CSM (on the Client's behalf) requests a proposal, prior to instructing a variation, the Supplier shall respond in writing as soon as practicable any in any event no later than 10 days following receipt of such request, either giving reasons why it cannot comply (if this is the case) or by submitting the relevant information as requested by CSM.
- 12.7 Any adjustments to Charges will be at the client's and CSM's sole discretion as agreed between the parties
- 12.8 Upon instructing or approving a variation, CSM (on the Client's behalf) shall proceed to agree or determine adjustments to the Charges and any amendment to the timetable. Following such agreement or determination, CSM (on the Client's behalf) shall issue a variation order recording any adjustment to the Charges and/or any amendment to the timetable, which shall be signed by both parties. Any adjustments to the Charges shall be calculated with reference to the Purchase Order or Booking Form or, if no specified rate or item in the Purchase Order or Booking Form is appropriate because the service is not of similar character, or is not executed under similar conditions as any item in the Agreement a new rate or price to be agreed or determined by CSM (on the Client's behalf).

## 13 GENERAL

- 13.1 The Supplier shall:
- 13.1.1 uphold all reasonable requirements relating to sustainability as may be required by CSM in the provision of the goods and/or services; and
  - 13.1.2 not do or omit to do anything which would bring or might be expected to bring CSM into disrepute;
  - 13.1.3 not seek to solicit, endeavour to entice away, canvass for business or otherwise interfere with CSM's existing or proposed business or custom with any person, firm or company who at any time during this Agreement was a customer, client, supplier or agent of CSM;



- 13.1.4 not solicit or employ or cause to be employed, whether directly or indirectly, any employee of CSM, without the written consent of CSM (save that nothing shall preclude the conducting of general recruiting activities, such as participation in job fairs or publishing advertisements in or on websites for general circulation); and
- 13.1.5 bear its own costs in connection with the negotiation and completion of the Agreement.
- 13.2 Where the Supplier is subject to the Freedom of Information Act ("FOIA"), and receives a request pursuant to the FOIA to disclose information relating to or received from CSM (including the terms of the Agreement), the Supplier will consult with CSM, and will use reasonable endeavours to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.
- 13.3 Nothing in the Agreement shall create, or be deemed to create a partnership or the relationship of employer and employee between the parties and neither party shall have authority to bind the other in any way, except as set out in the Agreement.
- 13.3.1 The Supplier is an independent contractor. Supplier personnel are not CSM employees. The Supplier remains responsible as employer for the payment of all wages, taxes, national insurance and other costs relating to its employees and personnel.
- 13.4 The Agreement, or any provision thereof, may be amended or modified only with the mutual consent of the parties as set out in writing, signed by an authorised representative, and expressly stating the parties' intent to amend the Agreement. CSM shall have the right to amend these Standard Terms at any time and without notice and will inform the Supplier in writing when such a change has been made.
- 13.5 Upon a request from its Client, CSM may at any time request the Supplier to change, reject, cancel or stop any and all plans, schedules or works-in-progress and the Supplier shall take all reasonable steps to comply, provided that the Supplier can do so within its contractual obligations to sub-contractors and suppliers.
- 13.6 If any provision of the Agreement are held by any court or other competent authority to be void or unenforceable in whole or in part, the Standard Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 13.7 All notices between the parties with respect to the Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email (provided that a copy is also sent by post in accordance with (ii) above), provided that in each case: (a) the notice is sent to the address of the addressee in the Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on CSM, a copy of such notice is also sent by email to: [esm.legal@esm.com](mailto:esm.legal@esm.com).
- 13.8 A person who is not a party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Standard Terms or the Agreement.
- 13.9 The Supplier may not assign, sub-license, sub-contract or otherwise transfer the Agreement or any benefits or obligations therein except as is permitted under clause 5.8 and shall remain liable at all times for any sub-contractor or other person permitted under clause 5.8. CSM may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 13.10 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 13.11 The Agreement constitutes the entire agreement between the Supplier and CSM in relation to the provision of goods/supply of Services, including, without limitation, any terms or conditions which the Supplier purports to apply under (or which accompany or are referred to in) any purchase order, confirmation of order, specification or other document.
- 13.12 The Agreement and any dispute or claim arising out of or in connection therewith (including any non-contractual claim or dispute) shall be governed by and construed in accordance with the laws of England and Wales.
- 13.13 The parties shall attempt to resolve any question, dispute or difference as to any matter or thing of whatever nature arising under or in connection with the Agreement (a "Dispute") through negotiations between senior executives of the parties who shall have authority to settle the same. If the Dispute is not resolved by negotiation within thirty (30) days of receipt of a written 'request to negotiate', the Dispute shall be finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA") and such rules are deemed to be incorporated by reference into this clause. It is agreed that:
- (a) The tribunal shall consist of one arbitrator.
  - (b) In default of the parties' agreement as to the arbitrator, the appointing authority shall be the LCIA.
  - (c) The seat of the arbitration shall be in London.
  - (d) The language of the arbitration shall be English.
  - (e) The law of the arbitration and this arbitration agreement shall be the laws of England and Wales.

## 14 DEFINITIONS

- 14.1 For the purposes of this Agreement, the following definitions shall apply:



- (a) **“Client”** means the Supreme Committee for Delivery & Legacy (an entity established under the laws of the State of Qatar pursuant to Emiri Decree No. 27 of 2011 as amended by Emiri Decree No. 3 of 2014, and whose place of business is at 37<sup>th</sup> floor, Al-Bidda Tower, Al Corniche Street, P.O. Box 62022 Doha, Qatar) and any affiliate, wholly or partly owned subsidiary or holding company of the Supreme Committee for Delivery & Legacy, or any other client CSM may have or advise the Supplier of in the Middle East
- (b) **“Conflict of Interest”** means any circumstance in which the performance of or the ability to perform the Services strictly in accordance with this Agreement by the Supplier, the Supplier Team or anyone engaged by the Supplier to perform the Services, may be or may reasonably be perceived to be materially compromised due to the competing or potentially competing interests, commercial or otherwise, of the Supplier, the Supplier Team or anyone engaged by the Supplier to perform the Services;
- (c) **“Good Industry Practice”** means performance standards which are equivalent (or better) when compared to the performance standards achieved from time to time by reputable participants in the services industry for equivalent or comparable services to the Services;
- (d) **“Policies and Procedures”** means any document other than the Workers’ Welfare Standards and Sustainable Sourcing Code which contains the Client’s policies and procedures that are relevant to the carrying out of the Services under this Agreement, as may be amended and updated by the Client from time to time;
- (e) **“Prohibited Act”** means:
- i. offering, accepting, giving or agreeing to give, receiving or agreeing to receive (directly or indirectly) to or from any official or other third party any gift, payment or consideration of any kind as an inducement or reward for the purpose of:
    1. influencing any act or decision of a public official in his official capacity;
    2. inducing a public official to do or omit to do any act in violation of his lawful duty;
    3. securing any improper advantage in relation to the project, or this Agreement; or
    4. showing favour or disfavour to any person in relation to the project, or this Agreement;
  - ii. committing any offence under any law concerning fraudulent acts; or
  - iii. any activity that could result in a violation of any law, including being party to any anti-competitive activities, kickbacks or bribery, or any applicable anti-bribery laws that prohibit such activities.
- (f) **“Supplier Team”** means all employees, suppliers, sub-contractors and consultants appointed by the Supplier to assist with the provision of the Services
- (g) **“Suppliers Ethical Data Exchange (SEDEX)”** is a not for profit membership organisation that enables members to efficiently manage the ethical and responsible practices of their global supply chains;
- (h) **“Sustainability Corrective Action Plan”** means the plan that summarizes non-compliances identified in a Supplier’s self-assessment questionnaire and / or audit findings, and details corrective and preventive actions that ensure conformity with the Sustainable Sourcing Code and sustainability requirements set forth in the tender;
- (i) **“Sustainable Sourcing Code”** means the document entitled “FIFA World Cup Qatar 2022™ Sustainable Sourcing Code”, also referred to as SSC, which can be found at <https://www.qatar2022.qa/sites/default/files/documents/SC-Sustainable-Sourcing-Code- EN.pdf> and as may be updated from time to time; and
- (j) **“Workers’ Welfare Standards”** means the document entitled “SC Workers’ Welfare Standards”, as may be amended by the Client from time to time, and available on the Client’s website at [www.sc.qa/workerswelfare](http://www.sc.qa/workerswelfare).



## APPENDIX 1

### DATA PROCESSING

- 1.1 References in clause to “data controller”, data processor”, “processing”, “data protection officer” and “personal data” shall have the same meaning as defined in Data Protection Legislation.
- 1.2 The parties acknowledge and agree that in order to provide the Services, Supplier may process personal data. The type of personal data that the Supplier may be required to process under this Agreement includes names, email addresses and other contact information collected by or on behalf of CSM and in relation to the provision of the services.
- 1.3 The parties agree that in respect of any personal data processed in connection with this Agreement that CSM shall be the “data controller” and Supplier or Sub processor shall be the “data processor”. Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. Supplier shall, at its own expense (except where otherwise expressly stated in this clause) and without prejudice to its other rights or obligations, in respect of its processing of such personal data:
- (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with CSM’s written instructions from time to time and Supplier shall not process or permit the processing of the data for any other purpose. If Supplier is ever unsure as to the parameters of the instructions issued by CSM and/or believes that CSM’s instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Supplier shall immediately notify CSM for clarification and where requested provide reasonable details in support of any assertion that CSM’s instructions may be unlawful;
  - (b) only make copies of the data to the extent reasonably necessary (which may include back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and/or testing of the data);
  - (c) not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Data other than as permitted under the terms of this Agreement;
  - (d) comply with its obligations under Data Protection Legislation, and the provisions of CSM’s IT and data security policies as notified to Supplier from time to time;
  - (e) only permit access to data to those Supplier personnel who require such access in order to carry out their roles in the performance of Supplier’s obligations under this Agreement and ensure the reliability of all personnel and Sub processors (as defined below) who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality that at a minimum is equal to the duty of confidentiality imposed on Supplier under this Agreement;
  - (f) not do anything or omit to do anything that may put CSM or any member of CSM’s group in breach of its obligations under Data Protection Legislation and take such steps as CSM may reasonably request from time to time to enable CSM to comply with Data Protection Legislation;
  - (g) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
  - (h) assist CSM by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
  - (i) provide CSM with full co-operation and assistance in relation to CSM’s obligations and rights under Data Protection Legislation including providing CSM and Regulators (as applicable) with all information and assistance necessary to



investigate security breaches carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Legislation;

- (j) at its own expense, without undue delay notify CSM in writing, and provide such co-operation, assistance and information as CSM may reasonably require if Supplier:
  - (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's or any member of CSM's group compliance with Data Protection Legislation;
  - (ii) becomes aware of any Security Breach;
- (k) keep at its normal place of business a written record of data processing carried out in the course of the Services and of its compliance with its obligations set out in this Agreement ("**Records**");
- (l) permit CSM, its third-party representatives or a Regulator or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause by Supplier, access to inspect, and take copies of, the Records and any other information held at Supplier's and/or Sub processors' premises or on Supplier's and/or Sub processors' systems relating to this Agreement, for the purpose of auditing Supplier's compliance with its obligations under this clause. Supplier shall give all necessary assistance to the conduct of such audits;
- (m) not engage any processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) without the prior written consent of CSM acting in its sole discretion. Where CSM authorises Supplier to appoint a third party to process the data (a "**Sub processor**"), such authorisation is conditional on Supplier:
  - (i) entering into a written contract with the Sub processor that:
    - (1) is on terms that the same as those set out in this clause;
    - (2) provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
    - (3) terminates automatically on termination or expiry of this Agreement for any reason; and
  - (ii) remaining liable for all acts or omissions of the Sub processors as if they were acts or omissions of Supplier.
- (n) return or destroy (as directed in writing by CSM) all data it has in its possession and delete existing copies unless applicable law requires storage of the personal data. If CSM elects for destruction rather than return of the data, Supplier shall as soon as reasonably practicable ensure that all data is destroyed and deleted from Supplier systems and provide written confirmation of compliance with this clause within 14 days of request;
- (o) not transfer the personal data outside the European Economic Area without the prior written consent of CSM, which can be withheld at the sole discretion of CSM, and subject to any additional CSM requirements (which may include entering into or procuring that the relevant Sub processor enter into the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

1.4 For the avoidance of doubt, nothing in this Agreement shall relieve Supplier of its responsibilities and liabilities under Data Protection Legislation.

1.5 Supplier shall indemnify CSM on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CSM arising out of the Supplier's breach of its obligations in this clause 1 ("**Claims**"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from Supplier's breach of its obligations in this clause.

1.6 For the purpose of this clause 1:



**“Data Protection Legislation”** means Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the UK Information Commissioner;

**“GDPR”** means the EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (when in force);

**“Regulator”** means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

**“Security Breach”** means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of Supplier’s security obligations under this Agreement (including clause 1.4(g)).



## APPENDIX 2

### WORKERS' WELFARE REPORTING OBLIGATION

1. The Supplier shall submit its self-audits required under the Workers' Welfare Standards (the "**WWS Self-Audit**") to the Client at [workerswelfare@sc.qa](mailto:workerswelfare@sc.qa). The WWS Self-Audit shall include the details of any complaint or report filed with, or warning issued by, the Ministry of Administrative Development, Labour and Social Affairs. Each WWS Self-Audit shall be accompanied by a report detailing the progress made in relation to any WWS Rectification Plan previously submitted by the Supplier in respect of which the Client has not confirmed completion. The form of the WWS Self-Audit shall be provided by the Client or CSM (on the Client's behalf) after the date of this Agreement.
2. If the WWS Self-Audit identifies any areas of non-compliance with the Workers' Welfare Standards, then the Supplier shall, at the same time as it submits such WWS Self-Audit, submit a rectification plan to the Client or CSM (on the Client's behalf) for its approval setting out, in a level of detail acceptable to the Client (i) the area and manner of non-compliance, (ii) the timeframe for rectification, and (iii) the detailed steps to be taken by the Supplier to rectify the non-compliance as expeditiously as possible (a "**WWS Rectification Plan**"). Irrespective of the outcome of any WWS Self-Audit, if any audit of the Supplier's compliance with the Workers' Welfare Standards is carried out at any time by the Ministry of Labour & Social Affairs, the Client or an independent auditor appointed by the Client (as contemplated by the Workers' Welfare Standards) identifies any areas of non-compliance with the Workers' Welfare Standards, then the Supplier shall submit a WWS Rectification Plan within five (5) days of notification of the findings of such audit.
3. The WWS Rectification Plan shall be reviewed by the Client and the Client or CSM (on the Client's behalf) shall either:
  - (a) notify the Supplier of its approval of the WWS Rectification Plan; or
  - (b) provide comments on the Rectification Plan to the Supplier. If the Client and the Supplier are unable to agree on the Rectification Plan within two weeks (2) of its submission to the Client (or such longer period as the Client and the Supplier may agree), then the Client may resolve the matter by determining the necessary changes to the WWS Rectification Plan to bring it into compliance with the Client's requirements and issuing the revised WWS Rectification Plan to the Supplier for implementation.
4. Throughout the implementation of the steps described in a WWS Rectification Plan, the Supplier shall provide reports to the Client or, if requested by the Client, CSM (on the Client's behalf) detailing progress in such frequency as the Client may determine having regard to the overall timeframe for rectification. Such reports are to be in addition to any other progress reports to be submitted under the contract.
5. If progress towards rectifying the non-compliance with the Workers' Welfare Standards falls behind that required by the WWS Rectification Plan, then, without prejudice to the Client's or CSM's other rights under this Agreement, the Client may require the Supplier's senior management to attend a meeting with the Client to explain (i) the reasons for the initial non-compliance and the subsequent failure to comply with the WWS Rectification Plan, and (ii) the additional steps to be taken to ensure that the non-compliance is rectified within the timeframe agreed in the Rectification Plan.
6. If, following the Supplier's meeting with the Client, the Supplier fails to comply with a WWS Rectification Plan or to maintain progress in a manner which is strictly in compliance with the WWS Rectification Plan (as may have been added to by the Supplier and the Client in their meeting), then the Client or CSM (on the client's behalf):
  - (a) may suspend payment of all amounts otherwise due to the Supplier in respect of future interim invoices for the duration of such Supplier's non-compliance with Workers' Welfare Standards; and/or
  - (b) shall be entitled to employ and pay other persons to rectify the relevant non-compliance with the Workers' Welfare Standards, and the Supplier shall pay to the Client all costs arising therefrom.
7. The Supplier shall notify the Client immediately upon the rectification of any non-compliance with the Workers' Welfare Standards. The Client shall be entitled to carry out such inspections and make such enquiries as it deems appropriate to confirm whether the non-compliance has been rectified, and the Supplier shall, and shall procure that its Subcontractors and Other Contracting Parties (as defined in the Workers' Welfare Standards) shall provide all necessary assistance to the Client in this regard. The Client or CSM (on the Client's behalf) shall notify the Supplier when it is satisfied that the non-compliance has been fully rectified.
8. In addition to its other rights under the Agreement, if the Client determines, in its sole discretion, that, (i) the Supplier has failed to comply with the Workers' Welfare Standards in any material way; or (ii) the Supplier has failed to maintain progress towards rectifying any non-compliance with the Workers' Welfare Standards in accordance with the relevant WWS Rectification Plan, then the Client may:
  - (a) prohibit the Supplier (and its subsidiaries, its direct and indirect shareholders, and any other subsidiaries of its direct and indirect shareholders) from bidding for any future Client related work, whether as a contractor, consortium member, or subcontractor (irrespective of whether the Agreement is terminated or other action is taken as a result of such non-compliance and/or failure); and/or
  - (b) report such non-compliance and/or failure to the Ministry of Labour & Social Affairs; and/or



- (c) report such non-compliance and/or failure to the Central Tenders Committee (established pursuant to the Tendering and Bids Law No. 26 of 2005 (as amended)) which may take such non-compliance and/or failure into consideration when evaluating bids submitted by the Supplier in relation to tenders issued by other Qatar government related entities.



## APPENDIX 3

### SUSTAINABILITY REPORTING OBLIGATIONS

1. The Supplier shall support, and participate in, any monitoring activity conducted or requested by the Client or by CSM (on the Client's behalf) to assess compliance with the Sustainable Sourcing Code.
2. Following the Client's or CSM (on the Client's behalf) request at any time, the Supplier must register as a B member (minimum) on SEDEX and submit the Self-Assessment Questionnaire (SAQ) on SEDEX to 100% completion. Instructions can be found at <https://cdn.sedexglobal.com/wp-content/uploads/2018/03/Supplier-Guidance-registration-process-short.pdf>
3. The Supplier shall assure full an unlimited access to audits and inspections. If an audit is not already available, or if it older than 12 months, the Client or CSM (on the Client's behalf) might request the Supplier to carry out its own independent audit as per the Client requirements, at the Supplier's own expense.
4. If the Supplier's SEDEX SAQ, an independent audit carried out and uploaded to SEDEX, an audit carried out at any time by the Client, or an independent auditor appointed by the Client identified any areas of non compliance with the Sustainable Sourcing Code or sustainability tender requirements, then the Supplier shall submit a Sustainability Corrective Action Plan to the Client for its approval.
5. The Sustainability Corrective Action Plan should set out, in a level of detail acceptable to FIFA/Q22/SC (i) the area and manner of non compliance, (ii) the timeframe for rectification, and (iii) the detailed steps to be taken by the Supplier to rectify the non compliance as expeditiously as possible. The Supplier shall submit a Sustainability Corrective Action Plan within 10 days of notification of the findings of such audit.
6. The Sustainability Corrective Action Plan shall be reviewed by the Client and the Client or CSM (on the Client's behalf) shall either:
  - (a) notify the Supplier of its approval of the Sustainability Corrective Action Plan; or
  - (b) provide comments on the Sustainability Corrective Action Plan to the Supplier. If the Client and Supplier are unable to agree on the Sustainability Corrective Action Plan within two weeks (2) of its submission to the Client (or such longer period as the the Client and Supplier may agree), then the Client may resolve the matter by determining the necessary changes to the Sustainability Corrective Action Plan to bring it into compliance with the Sustainable Sourcing Code's requirements and issuing the revised Sustainability Corrective Action Plan to the Supplier for implementation.
7. The Supplier shall use reasonable commercial efforts in addressing any non-compliances and recommendations resulting from such monitoring activity to comply with standards, policies and procedures that have been provided by the Client or CSM (on the Client's behalf).
8. The Supplier shall notify the Client immediately upon the rectification of any non-compliance with the Sustainable Sourcing Code. The Client shall be entitled to carry out such inspections and make such enquiries, as it deems appropriate to confirm whether the non-compliance has been rectified, and the Supplier shall provide all necessary assistance to the Client in this regard.
9. If the Supplier fails to comply with the Sustainability Corrective Action Plan or to maintain progress in a manner which is strictly in compliance with the Sustainability Corrective Action Plan, then the Client or CSM (on the Client's behalf):
  - (a) may suspend payment of all amounts otherwise due to the Supplier in respect of future interim invoices for the duration of such Supplier's non-compliance with the Sustainable Sourcing Code; and/or
  - (b) shall be entitled to employ and pay other persons to rectify the relevant non-compliance with the Sustainable Sourcing Code, and the Supplier shall pay to the Client all costs arising therefrom.