

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Brunswick Group LLC

2. Registration Number

6826

3. Primary Address of Registrant

245 Park Avenue, 14th Floor, New York, NY 10167

4. Name of Foreign Principal

Department of Culture and Tourism - Abu Dhabi

5. Address of Foreign Principal

PO Box 94000
Abu Dhabi
UNITED ARAB EMIRATES

6. Country/Region Represented

UNITED ARAB EMIRATES

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) N/A☐ Individual-State nationality N/A

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

a) Branch or agency represented by the registrant

Department of Culture and Tourism - Abu Dhabi

b) Name and title of official with whom registrant engages

Faisal Al Dhahri, Acting PR & Communications Director

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/19/2020Kavitha Reddy/s/Kavitha Reddy

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

May 18, 2020

Kavitha Reddy

Kavitha Reddy

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Brunswick Group LLC

2. Registration Number
6826

3. Name of Foreign Principal
Department of Culture and Tourism - Abu Dhabi

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/13/2016
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Brunswick Group LLC and its affiliates have been engaged to provide public relations services in support of various initiatives of the Department of Culture and Tourism - Abu Dhabi, primarily related to the opening and operation of the Louvre Abu Dhabi.

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

Certain personnel of Brunswick Group LLC and its affiliates have been engaged to provide public relations services in support of various initiatives of the Department of Culture and Tourism - Abu Dhabi, primarily related to the opening and operation of the Louvre Abu Dhabi.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In connection with the public relations services described in response to Exhibit B, Question 9, Brunswick personnel communicate with journalists for U.S. media outlets and create and provide press releases and updates regarding the Department of Culture and Tourism - Abu Dhabi's programming. Brunswick personnel have also coordinated press tours of sites managed by the Department of Culture and Tourism, which have included U.S. journalists and publications.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Brunswick Group LLC and its affiliates have been engaged to perform the activities described above since November 2016. In March 2020, Brunswick Group LLC and its affiliates suspended all U.S.-facing and U.S.-related work and activities for the Department of Culture and Tourism - Abu Dhabi pending this FARA registration.

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

Date	Contact	Method	Purpose
		See Appendix for Response	

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
01/07/2017	Department of Culture and Tourism - Abu Dhabi	Please see Attachment 1 for a full listing of Receipts (Attached with Agreements)	\$0.01

\$0.01

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
01/01/2017	Please see Attachment 2	Please see Attachment 2 for a full listing of disbursements (Attached with Agreements).	\$0.01

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/19/2020

Kavitha Reddy

/s/Kavitha Reddy

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

May 18, 2020

Kavitha Reddy

Kavitha Reddy

Appendix

Response to Item 11

Item 11: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
10/23/2019	Jacob Greaves, Thomson Reuters	Email	Assisting with setting up interview on the Abu Dhabi pearl at 10,000 Years of Luxury exhibition at Louvre Abu Dhabi
10/24/2019	Lucy Rees, Galerie Magazine	Email	Press trip for Abu Dhabi Art 2020
10/21/2019	Nick Salter, CNN	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/24/2019	Malak Harb, AP	Email	Rodin sculpture coverage
10/27/2019	Elizabeth Paton, New York Times	In-person	Temporary exhibition: 10,000 Years of Luxury exhibition at Louvre Abu Dhabi
10/27/2019	Malak Harb, Associated Press, Gulf Bureau	Meeting in person	Installation of The Thinker by Rodin in Louvre Abu Dhabi
11/05/2019	Paul Laster, Freelance	Email	Press trip for Abu Dhabi Art 2020
11/12/2019	Paul Laster, Freelance	Email	Abu Dhabi Art 2020 fair
11/13/2019	Paul Laster, Freelance	Email	Abu Dhabi Art 2020 fair
11/13/2019	Lucy Rees, Galerie Magazine	Email	Abu Dhabi Art 2020 fair
12/11/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Press release on 'Schools take over the museum' program
01/07/2020	Alina Cohen, Artsy	In-person meeting	Update on Louvre Abu Dhabi
01/08/2020	Claire Selvin, ArtNews	In-person meeting	Update on Louvre Abu Dhabi
01/09/2020	Julia Halperin, Artnet	In-person meeting	Update on Louvre Abu Dhabi
01/16/2020	Alina Cohen, Artsy	Email	Press trip for Furusiyya exhibition at Louvre Abu Dhabi
02/06/2020	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Furusiyya exhibition at Louvre Abu Dhabi
02/16/2020	Rebecca Proctor, Harper's Bazaar Art Arabia	WhatsApp	Furusiyya exhibition & interview with Souraya Noujaim
02/18/2020	Rebecca Proctor, Harper's Bazaar Art Arabia	WhatsApp	Furusiyya exhibition & interview with Souraya Noujaim
04/06/2020	Emily Judd, Al Arabiya	Email	Images for a piece on Louvre Abu Dhabi
02/18/2019	Heidi Farrah Pullyard, CNN	Email	Filming at Louvre Abu Dhabi

Date	Contact	Method	Purpose
06/13/2019	James Tarmy, Katya Kazakina, Amanda Gordon, Manuela Hoelterhoff, Emma Rosenblum, Sebastian Smee, Loren King, Miriam Di Nunzio, Deanna Isaacs, Molly Each, Adrienne Samuels Gibbs, Susanna Homan Negovan, Juan Perez Jr., Christopher Knight, Kelly Scott, Jay Jones, Deborah Vankin, Mike Boehm, Scott Timberg, Carolina Miranda, Hannah Sampson, Jane Wooldridge, Jennifer Schuessler, Roberta Smith, Holland Cotter, Lorn Manly, Jacob Cigainero, Allan Kozinn, Melena Ryzik, Danielle Matoon, Jacob Bernstein, Bob Morris, Kenneth Baker, Michael Granberry, Tom Huang, Christopher Wynn, Anna Russell, Ellen Gamerman, Jenny Che, Eben Shapiro, Julie Iovine, Alexandra Wolfe, Mike Miller, Lisa Bannon, Pia Catton, Kelly Crow, Brenda Cronin, Philip Kennicott, Geoff Edgars, Marshall Heyman, Barry Laurence Scherer, Gary Rosen, Barbara Chai, Andy Regal, Fiametta Rocco, Farah Nayeri, Carl Swanson, Isabel Wilkinson, Lane Brown, Sheila Glaser, Nick Paumgarten, Chiara Goia, Emma Allen, Abigail Jones, Alexandra Peers, Alanna Martinez, Nancy Hass, Gay Gassmann, Nicholas Haramis, James Bennet, Ann Hulbert, Nicolas Niarchos, Carol Kino, Elisa Lipsky-Karasz, Megan Conway, Nicki Escudero, Stephen Wallis, Beth Broome, Judd Tully, J. Gayle, Elaine Ng, Lindsay Pollock, Julian Wolkoff, Wendy Vogel, David Ebony, Victoria Camblin, Jeff Gibson, Prudence Peiffer, David Velasco, Lauren O'Neill-Butler, Rozalia Jovanovic, Sarah Douglas, Andrew Russeth, Dan Durray, Hannah Ghorasi, John Dorfman, Richard Morais, Robert Milburn, Bruce Ferguson, Deborah Wilk, Jane Burton, Marisa Katz, Peter Trippi, Laura Mclean-Ferris, Richard Nalley, Bettina Zhilka, Dan Fox, Erin Riley, Carl Kennedy, Thea Ballard, Daniel Kunitz, Sara Lee, Cay Sophie Rabinovitz, Kevin Greenberg, Tiffany Lambert, Alex Palmer, Bobby McGee, Charlotte Burnes, Charlotte Strick, Blaine Skrainka, Katy Donoghue, Betsy Sussler, Sabine Russ, Matt Lord	Email	Louvre Abu Dhabi new season announcement

Date	Contact	Method	Purpose

Date	Contact	Method	Purpose
06/13/2019	Tali Jaffe, Horacio Silver, Julian Sancton, Chris Giblin, Alison Cohan, Peter Terzian, Ainsley O'Connell, Alice Newell-Hanson, Christopher Bollen, Rachel Small, Lea Goldman, Catherine Gunderson, Maria Ricapito, Lori Bryan, Sheila Gibson, Jayne Haugen Olson, Spencer Bailey, Aileen Kwun, Roxy Kirshenbaum, Paula Deitz, James Panero, Kevin Connoley, David Salle, Laura Itzkowitz, Ann Shields, Adam Rathe, Jesse Ashlock, James Reginato, Nazanin Lankarini, Punch Hutton, Jane Sarkin, Hamish Bowles, Valerie Steiker, Mark Guiducci, Taylor Atrim, Fan Zhong, Alix Brown, Diane Solway, Pei-Ru Keh, Allyson Siffman, Ann Binlot, Barbara Pollock, Blake Gopnik, Cath Spangler, Christian Viveros-faune, Eve Kahn, Jane Margolies, Jason Edward Kaufman, Jeffrey Podolsky, Jennifer Krasinski, Johnny Magdaleno, Jori Finkel, Judith Dobrzynski, Julie Baumgardner, Julie Belcove, Karen Archey, Karen Wilkin, Kate Messinger, Kristiano Ang, Laura Feinstein, Linda Yablonsky, Michael Cashdan, Michael Fitzgerald, Paul Laster, Phoebe Hoban, Rachel Wolff, Rachel Corbett, Sarah Hanson, Shana Bethmason, Ted Loos, Tom Freudenheim, William Spiegleman, Anna Kats, Vivian Marino, Will Heinrich, Jonathan Lopez, Annelise Cooper, Mostafa Heddaya, Eileen Kinsella, Molly Gottschalk, Anna Furman, Marina Cashdan, Nate Freeman, Jerry Saltz, Julie Baumgardener, Alainna Beddie, Sarah Intrator, Rachel Rapkin, Becky Bass, Deborah Wilk, Heather Muse, Katherine Goldstein, Andrew Goldstein, Theis Duelund, Rozalia Jovanovic, Rebecca Guinness, Julia Turner, Jill Spalding, Neil Goodman, Andrea Hsu, Elizabeth Blair, Caroline Kim, Stephanie Simon, Sara Fishko, Deborah Soloman, Ana Marie Braga, Julia Musto, Wanda Prisinzano, Ulana Ilnytzky	Email	Louvre Abu Dhabi new season announcement

Date	Contact	Method	Purpose
02/13/2019	Heidi Farrah Pullyard, CNN	Email	Filming at Louvre Abu Dhabi
01/17/2019	Doreen Carjaval, New York Times	Email	Rembrandt at Louvre Abu Dhabi press trip invitation and interview request with the Chairman of DCT - Abu Dhabi
01/22/2019	Doreen Carjaval, New York Times	Email	Rembrandt at Louvre Abu Dhabi press trip invitation and interview request with the Chairman of DCT - Abu Dhabi
11/10/2018	Javier Pes, Artnet	Email	Louvre Abu Dhabi visitor figures
11/12/2018	Javier Pes, Artnet	Email	Louvre Abu Dhabi visitor figures
12/05/2018	Javier Pes, Artnet	Email	Louvre Abu Dhabi visitor figures
09/29/2018	Kelly Crow, Wall Street Journal	Email and phone	Louvre Abu Dhabi update
10/10/2018	Kelly Crow, Wall Street Journal	Email and phone	Louvre Abu Dhabi update
11/12/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/15/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/26/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
12/13/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
12/18/2018	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
01/02/2019	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
01/08/2019	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
01/11/2019	Anna Furman, Travel + Leisure	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Glenn Oeland, National Geographic	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Glenn Oeland, National Geographic	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Jillian Anthony, The Culture Trip	Email	Press trip invitation to Qasr Al Hosn historic site
11/15/2018	Jillian Anthony, The Culture Trip	Email	Press trip invitation to Qasr Al Hosn historic site
11/15/2018	David Basulto, ArchDaily	Email	Press trip invitation to Qasr Al Hosn historic site
11/19/2018	David Basulto, ArchDaily	Email	Press trip invitation to Qasr Al Hosn historic site
11/21/2018	David Basulto, ArchDaily	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Alexandra Bregman, The Asian Art Newspaper	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/21/2018	Alexandra Bregman, The Asian Art Newspaper	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/28/2018	Alexandra Bregman, The Asian Art Newspaper	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
12/13/2018	Alexandra Bregman, The Asian Art Newspaper	Emails and phone call	Press trip invitation to Qasr Al Hosn historic site
11/21/2018	Wendy Moonan, New York Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/26/2018	Wendy Moonan, New York Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/27/2018	Wendy Moonan, New York Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
01/30/2019	Alexandra Peers, Jing Daily, Architectural Digest US & Art in America	Emails, whatsapp/sms, calls & in-person as part of press trip from 1/30/2019 - 9/29/2019	Louvre Abu Dhabi for Rembrandt exhibition press trip in 2019 & updates

Date	Contact	Method	Purpose
02/04/2019	Nina Siegal, Modern Painters/ BLOUIN Art Info/ New York Times	Email, whatsapp/sms & in-person as part of press trip from 2/04/2019 - 2/17/2020	Louvre Abu Dhabi for Rembrandt exhibition press trip in 2019 & updates
09/02/2019	Stephan Rabimov, Forbes	Emails, whatsapp/sms, calls, and in-person meeting from 9/2/2019 - 02/17/2020	Press trip for 10,00 Years of Luxury exhibition at Louvre Abu Dhabi and updates
09/16/2019	Sarah Moroz, Modern Painters & BLOUIN ARTINFO (US)	Email & in-person as part of press trip from 9/16/2019 - 2/17/2020	Louvre Abu Dhabi for Japanese Connections press trip in 2018 & updates
09/16/2019	Kevin McGarry, Artforum	Emails from 9/16/2019 - 2/17/2020	Louvre Abu Dhabi update
09/16/2019	Adam Goldmann, Wall Street Journal	Emails from 9/16/2019 - 2/17/2020	Louvre Abu Dhabi update
09/16/2019	Ann Binlot, Forbes	Emails from 9/16/2019 - 2/17/2020	Louvre Abu Dhabi update
09/17/2019	Kathleen Beckett, Robb Report	Emails and in-person from 9/17/2019 - 2/17/2020	Press trip for 10,00 Years of Luxury exhibition at Louvre Abu Dhabi and updates
10/17/2019	Malak Harb, Associated Press	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/20/2019	Jim Stenman, CNN	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/17/2019	Jim Stenman, CNN	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/20/2019	Malak Harb, Associated Press	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/17/2019	Jonathan Stayton, CNBC	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
10/20/2019	Jonathan Stayton, CNBC	Email	Pitch for coverage of the Abu Dhabi Pearl at Louvre Abu Dhabi
08/24/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/25/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
09/06/2017	Jon Gambrell, Associated Press, Gulf Bureau	Email correspondence and meeting in person	Launch of Louvre Abu Dhabi
08/26/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/27/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/28/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/29/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/30/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
09/01/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
09/02/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
09/03/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
09/04/2017	Martin Conroy, CNBC, Gulf Bureau	Email correspondence, phone call and meeting in person	Launch of Louvre Abu Dhabi
08/27/2017	Jon Gambrell, Associated Press, Gulf Bureau	Email correspondence and meeting in person	Launch of Louvre Abu Dhabi
08/27/2017	Malak Harb, Associated Press, Gulf Bureau	Email correspondence and meeting in person	Launch of Louvre Abu Dhabi

Date	Contact	Method	Purpose
09/06/2017	Malak Harb, Associated Press, Gulf Bureau	Email correspondence and meeting in person	Launch of Louvre Abu Dhabi
09/19/2017	Michael Kimmelman, New York Times	E-mails from 9/19/2017-10/20/2017	Louvre Abu Dhabi pitch
09/29/2017	Holland Cotter, New York Times	Email, phone from 9/29/2017-11/06/2017	Louvre Abu Dhabi pitch
09/01/2017	Doreen Carvajal	In person meeting in September/ October/ November 2017	Louvre Abu Dhabi launch
11/01/2017	Andrew Goldmann, WSJ Magazine	In person meeting in November 2017	Louvre Abu Dhabi launch
11/05/2017	Josephine Minutillo, Architectural Record	On-the-ground contact as part of press trip from 11/05/2017 - 11/09/2017	Louvre Abu Dhabi opening press trip
11/05/2017	Evan Wexler, New York Times	On-the-ground contact as part of press trip from 11/05/2017 - 11/09/2017	Louvre Abu Dhabi opening press trip
12/17/2017	Becca Endicott, Elle Décor	Email & in-person as part of press trip from 12/17/2017 - 9/25/2019	Louvre Abu Dhabi for From one Louvre to another press trip in 2017 & updates
12/17/2017	Jason Kaufman, Luxury Magazine	Email & in-person as part of press trip from 12/17/2017 - 2/17/2020	Louvre Abu Dhabi for From one Louvre to another press trip in 2017 & updates
03/20/2018	Kate Sutton, Artforum	Email & in-person as part of press trip from 3/20/2018 - 9/16/2019	Louvre Abu Dhabi for Globes exhibition press trip in 2017 & updates
03/26/2018	Francesca Gavin, Newsweek	Email	Press trip invitation to Culture Summit Abu Dhabi
03/28/2018	Francesca Gavin, Newsweek	Email	Press trip invitation to Culture Summit Abu Dhabi
03/26/2018	Alexandra Peers, Artnet	Emails and call	Press trip invitation to Culture Summit Abu Dhabi
03/28/2018	Alexandra Peers, Artnet	Emails and call	Press trip invitation to Culture Summit Abu Dhabi
04/04/2018	Jonathan Stayton, CNBC, Gulf Bureau	Emails from 4/04/2018 - 4/09/2018	State of Abu Dhabi tourism industry interview with H.E. Saif Ghobash
03/27/2018	Alexandra Peers, Artnet	Emails and call	Press trip invitation to Culture Summit Abu Dhabi
04/04/2018	Patrick Allen, CNBC, Gulf Bureau	Email and in-person from 4/04/2018 - 4/09/2018	State of Abu Dhabi tourism industry interview with H.E. Saif Ghobash
04/19/2018	Martin Conroy, CNBC, Gulf Bureau	Emails from 4/19/2018 - 5/02/2018	State of Abu Dhabi tourism industry interview with H.E. Saif Ghobash
11/07/2018	William Menking, Architect's Newspaper	Email	Press trip invitation to Qasr Al Hosn historic site
11/08/2018	William Menking, Architect's Newspaper	Email	Press trip invitation to Qasr Al Hosn historic site
11/09/2018	William Menking, Architect's Newspaper	Email	Press trip invitation to Qasr Al Hosn historic site
11/07/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/08/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/09/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/13/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/19/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Joann Gonchar, Architectural Record	Email	Press trip invitation to Qasr Al Hosn historic site
11/07/2018	Sam Cochran, Architectural Digest	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Sam Cochran, Architectural Digest	Email	Press trip invitation to Qasr Al Hosn historic site
11/08/2018	Jesse Ashlock, Travel + Leisure	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Jesse Ashlock, Travel + Leisure	Email	Press trip invitation to Qasr Al Hosn historic site

Date	Contact	Method	Purpose
11/08/2018	Becky Little, National Geographic	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Becky Little, National Geographic	Email	Press trip invitation to Qasr Al Hosn historic site
11/08/2018	Sara Roffino, ARTnews	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Sara Roffino, ARTnews	Email	Press trip invitation to Qasr Al Hosn historic site
11/13/2018	Sara Roffino, ARTnews	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Sara Roffino, ARTnews	Email	Press trip invitation to Qasr Al Hosn historic site
11/19/2018	Sara Roffino, ARTnews	Email	Press trip invitation to Qasr Al Hosn historic site
11/09/2018	Genevieve Brown, ABC	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Genevieve Brown, ABC	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Fiona Sinclair Scott, CNN Style	Email	Press trip invitation to Qasr Al Hosn historic site
11/15/2018	Fiona Sinclair Scott, CNN Style	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Jasmine Bager Cruz, Time Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/15/2018	Jasmine Bager Cruz, Time Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/12/2018	Lucy Rees, Galerie Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/13/2018	Lucy Rees, Galerie Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/19/2018	Lucy Rees, Galerie Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
04/08/2018	Jim Stenman, CNN, Gulf Bureau	In-person	Culture Summit Abu Dhabi 2018
06/28/2018	Katya Kazakina, Bloomberg	Email	Update on Salvator Mundi painting at Louvre Abu Dhabi
04/08/2018	Sarah Douglas, Art News	In-person	Culture Summit Abu Dhabi 2018
08/15/2018	Jonathan Stayton, CNBC	What's App and in-person	Launch of Qasr Al Hosn historic site
09/23/2018	Kelly Crow, Wall Street Journal	Email and phone	Louvre Abu Dhabi update
09/25/2018	Lisa Bannon, Wall Street Journal	Email	Louvre Abu Dhabi update
09/25/2018	Dagmar Aalund, Wall Street Journal	Email	Louvre Abu Dhabi update
10/09/2018	Sarah Douglas, Artnews	Email	Louvre Abu Dhabi press trip invitation
10/23/2018	Javier Pes, Artnet	Email	Louvre Abu Dhabi update
10/29/2018	Jonathan Stayton, CNBC, Gulf Bureau	What's App	Louvre Abu Dhabi first year anniversary
10/30/2018	Jonathan Stayton, CNBC	Email	Launch of Qasr Al Hosn historic site
11/01/2018	Doreen Carjaval, New York Times	Email	Qasr al Hosn historic site opening invitation
11/05/2018	Jim Stenman, CNN, Gulf Bureau	Email	Launch of Qasr Al Hosn historic site
11/08/2018	Michael Crosbie, Faith & Form	Email	Press trip invitation to Qasr Al Hosn historic site
11/09/2018	Alexander Forbes, Artsy	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/09/2018	Holland Cotter, New York Times	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/09/2018	Andrew Goldstein, Artnet	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/09/2018	Andrew Lavalley, Wall Street Journal	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/09/2018	Kelly Crow, Wall Street Journal	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/09/2018	Javier Pes, Artnet	Email	Louvre Abu Dhabi visitor figures
11/10/2018	Katya Kazakina, Bloomberg	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures

Date	Contact	Method	Purpose
11/10/2018	Doreen Carvajal, New York Times	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/10/2018	Jason Farago, Bloomberg	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/10/2018	Lucy Rees, Galerie Magazine	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/10/2018	Victoria Stapley-Brown, The Art Newspaper	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/10/2018	Robin Pogrebin, New York Times	Email	Outreach on Louvre Abu Dhabi's 2018 visitor figures
11/11/2018	Doreen Carvajal, New York Times	Email	Louvre Abu Dhabi visitor figures
11/12/2018	Matthew Marani, Architect's Newspaper	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Elizabeth Fazzare, Architectural Digest	Email	Press trip invitation to Qasr Al Hosn historic site
11/14/2018	Anna Faris, Metropolis Magazine	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Bansie Vasvani, Freelance	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Anne Quito, Quartz	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Debra Simmons, National Geographic	Email	Press trip invitation to Qasr Al Hosn historic site
11/20/2018	Lindsay Talbot, Travel + Leisure	Email	Press trip invitation to Qasr Al Hosn historic site
11/26/2018	Matthew Marani, Architects' Newspaper	Meeting in person	Qasr al Hosn historic site and Abu Dhabi visits
11/27/2018	Doreen Carvajal, New York Times	What's App	Launch of Qasr Al Hosn historic site
11/28/2018	Matthew Marani, Architects' Newspaper	Email	Qasr al Hosn historic site update
11/29/2018	Katya Kazakina, Bloomberg	Email	Media enquiry for Louvre Abu Dhabi
01/10/2019	Doreen Carvajal, New York Times	Email	Rembrandt at Louvre Abu Dhabi press trip invitation and interview request with the Chairman of DCT - Abu Dhabi
01/18/2019	Sarah Douglas, Artnews	Email	Rembrandt at Louvre Abu Dhabi press trip invitation
01/22/2019	Sarah Douglas, Artnews	Email	Rembrandt at Louvre Abu Dhabi press trip invitation
02/06/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Invitation to Rembrandt exhibition preview
02/06/2019	Stanley Carvalho, Thomson Reuters	Email & phone call	Invitation to Rembrandt exhibition preview
02/06/2019	Fay Abuelgasim & Malak Harb, AP	Email & phone call	Invitation to Rembrandt exhibition preview
02/10/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on discussions around Rembrandt press preview
09/04/2017	Tanya Bryer, CNBC	Meeting in person	Launch of Louvre Abu Dhabi
09/06/2017	Tarek Fahmy, Reuters, Gulf Bureau	In-person	Launch of Louvre Abu Dhabi
09/14/2017	Barbara Graustark, New York Times	E-mail, phone	Louvre Abu Dhabi pitch
11/06/2017	Tarek Fahmy, Reuters, Gulf Bureau	What's App and in-person	Opening of Louvre Abu Dhabi
11/13/2017	Holland Cotter, New York Times	In-person	Opening of Louvre Abu Dhabi
11/24/2017	Doreen Carvajal, New York Times	Phone conversation	Louvre Abu Dhabi update
11/26/2017	Doreen Carvajal, New York Times	Meeting in person	Louvre Abu Dhabi visit and interviews with the Chairman and the Director of the museum
03/26/2018	Dick Doughty, Aramco Services	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	Debra Simmons, National Geographic	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	Anne Quito, Quartz	Email	General pitch on Culture Summit Abu Dhabi

Date	Contact	Method	Purpose
03/26/2018	Holland Cotter, New York Times	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	David Velasco, Artforum	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	David Kirkpatrick, New York Times	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	Declan Walsh, New York Times	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	Ben Hubbard, New York Times	Email	General pitch on Culture Summit Abu Dhabi
03/26/2018	Jane Obrien, BBC (based in DC)	Email	Press trip invitation to Culture Summit Abu Dhabi
03/26/2018	Ruth Sherlock, Freelance	Email	Press trip invitation to Culture Summit Abu Dhabi
02/10/2019	Javier Pes, Artnet	Email	Louvre Abu Dhabi update
02/10/2019	Heidi Farrah Pullyard, CNN	Email	Filming at Louvre Abu Dhabi
02/11/2019	Malak Harb, AP	Email	Follow up on discussions around Rembrandt press preview
02/13/2019	Malak Harb, AP	Email	Follow up on discussions around Rembrandt press preview
02/14/2019	Heidi Farrah Pullyard, CNN	Meeting in person	Filming at Louvre Abu Dhabi
02/14/2019	Malak Harb, AP	Email	Follow up on discussions around Rembrandt press preview
03/08/2019	James Tarmy, Bloomberg	Email	Media enquiry for Louvre Abu Dhabi
03/11/2019	James Tarmy, Bloomberg	Phone call	Discussing an article on Louvre Abu Dhabi
03/13/2019	James Tarmy, Bloomberg	Email	Follow up on discussion on article on Louvre Abu Dhabi
03/14/2019	James Tarmy, Bloomberg	Email	Follow up on discussion on article on Louvre Abu Dhabi
03/15/2019	James Tarmy, Bloomberg	Email	Follow up on discussion on article on Louvre Abu Dhabi
03/16/2019	James Tarmy, Bloomberg	Email	Follow up on discussion on article on Louvre Abu Dhabi
06/26/2019	Stephan Rabimov, Forbes	Email	Follow up on Stephan's visit to the museum
07/29/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Pitching Susanna Fritscher's new installation at Louvre Abu Dhabi
07/30/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on pitch on Susanna Fritscher's installation
07/31/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on pitch on Susanna Fritscher's installation
08/01/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on pitch on Susanna Fritscher's installation
08/07/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on pitch on Susanna Fritscher's installation
08/19/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on images of Susanna Fritscher's installation
08/19/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Pitching a story on women artists at Louvre Abu Dhabi
08/22/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	Email	Follow up on images of Susanna Fritscher's installation
09/04/2019	Nazanin Lankarani, New York Times	Email	Press trip to Louvre Abu Dhabi
09/05/2019	Nazanin Lankarani, New York Times	Email	Press trip to Louvre Abu Dhabi
09/26/2019	Fay Abuelgasim & Malak Harb, AP	Email	Pitching installation of Rodin sculpture
09/29/2019	Nazanin Lankarani, New York Times	Email	Press trip to Louvre Abu Dhabi
09/29/2019	Malak Harb, AP	Email	Rodin sculpture installation

Date	Contact	Method	Purpose
10/02/2019	Malak Harb, AP	Email	Rodin sculpture installation
10/03/2019	Malak Harb, AP	Email	Rodin sculpture installation
10/07/2019	Malak Harb, AP	In-person meeting	Rodin sculpture installation
10/10/2019	Malak Harb, AP	Email	Rodin sculpture coverage
10/13/2019	Paul Laster, Freelance	Email	Press trip for Abu Dhabi Art 2020
10/13/2019	Julia Fiore, Artsy	Email	Press trip for Abu Dhabi Art 2020
10/13/2019	Sarah Douglas, ARTnews	Email	Press trip for Abu Dhabi Art 2020
10/16/2019	Paul Laster, Freelance	Email	Press trip for Abu Dhabi Art 2020
10/16/2019	Susan Delson, Wall Street Journal	Email	Pitch for a review of 10,000 Years of Luxury exhibition at Louvre Abu Dhabi
10/17/2019	Paul Laster, Freelance	Email	Press trip for Abu Dhabi Art 2020
10/17/2019	Malak Harb, AP	Email	Rodin sculpture coverage
10/20/2019	Paul Laster, Freelance	Email	Press trip for Abu Dhabi Art 2020
10/21/2019	Malak Harb, AP	Email	Rodin sculpture coverage
10/25/2019	Elizabeth Paton, New York Times	Emails and in-person meeting from 10/25/2019 - 11/2/2019	Press trip for 10,00 Years of Luxury exhibition at Louvre Abu Dhabi
11/11/2019	Rebecca Proctor, Harper's Bazaar Art Arabia	WhatsApp from 11/11/2019 - 11/28/2019	Press trip for Abu Dhabi Art 2020
11/17/2019	Lucy Rees, Galerie Magazine	In-person and whatsapp from 11/17/2019 -11/21/2019	Abu Dhabi Art Fair press trip
12/11/2019	James Tarmy, Bloomberg	Email	Responding to request for information on Furusiyya exhibition at Louvre Abu Dhabi
12/12/2019	James Tarmy, Bloomberg	Email	Responding to request for information on Furusiyya exhibition at Louvre Abu Dhabi
01/01/2017	Alexander Cornwell, Stanley Carvalho, Ahmed Jadallah, Hadeel Al Sayegh, Jacob Greaves, Nafisa El Tahir, Sami Aboudi, Stanley Carvalho, Tarek Fahmy, Willaim Maclean, Becky Anderson, John Defterios, Jon Jensen, Nick Salter, Hadley Gamble, Jonathan Stayton, Martin Conroy, Joanna Starritt, Zainab Fattah, Tracey Alloway, Rebecca Anne Proctor	Emails from 2017 - 2020	Louvre Abu Dhabi events, news & updates
01/01/2017	Fay Abuelgasim, Jon Gambrell, Malak Harb	Email & in-person for press previews & interviews from 2017 - 2020	Louvre Abu Dhabi events, news & updates
01/01/2017	Amir Daftari	Emails and in person from 2017-2020	Louvre Abu Dhabi events, news & updates
10/22/2019	Tarek M. Fahmy, Thomson Reuters	Email	Sharing information on the Abu Dhabi Pearl at Louvre Abu Dhabi
10/23/2019	Tarek M. Fahmy, Thomson Reuters	Email	Sharing information on the Abu Dhabi Pearl at Louvre Abu Dhabi
01/08/2020	David Belcher, New York Times	Emails from 1/08/2020 - 3/17/2020	Temporary exhibition at Louvre Abu Dhabi: Furusiyya



BLANKET PURCHASE AGREEMENT

Page 1 of 6

Blanket Agreement No.	: 4512026311	Reference No.	:
Effective From	: 01/12/2018	Blanket Agr Date	: 10-SEP-19
Effective Till	: 30/11/2020	Buyer Name	: Shameer Cheerth
Agreement Amount	: 2,300,000.00	Buyer Email	: shameer.cheerth@tcaabudhabi.ae
		Supplier No	: 16751

**M/S . BRUNSWICK GULF
LIMITED**

Address DUBAI , U.A.E.
P.O. BOX

Please supply and deliver the under mentioned items as per your quotation

Deliver To :
No Later than :

Description	: Provision of DCT Abu Dhabi PR Agency as per the LOA ref#DCT/PC/HZ/DCT-SMD
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No	Item Description	Qty	Unit Price	Unit	Amount
1	Provision of DCT Abu Dhabi PR Agency as per the LOA ref#DCT/PC/HZ/DCT-SMD		2300000	Each	2,300,000.00
Two Million Three Hundred Thousand Dirhams And Zero Fils*****					2,300,000.00

P.O Clause

Payment Terms :

30 days from the receiving original invoice

- Invoices against this PO should be submitted electronically at <https://aderp.abudhabi.ae>
- For User Name and Password enquires please contact helpdesk@dof.abudhabi.ae

Supplier must mention Blanket Purchase Agreement/Contract Number in Invoice document

Delivery Details:

Late Delivery

In the event of delivery beyond the agreed delivery Period

Vendor shall pay DTC by way of penalty an amount calculated

- One percent (1%) for the last week or part thereof
- Two percent (2%) every additional week or part of a week subject to maximum of ten percent (10%) of the cost of delayed Quantity/Item

Check the following Terms and Conditions.

For Supplier Use		For DCT	
<u>Receiving Date</u>	<u>Signature</u> <u>Date</u>	<u>Signature</u>	
Printed By :	Shameer Cheerth(TCA9014)	Approved By :	Saood Abdulaziz Mohamed Alhosani
Printed Date :	12-Sep-2019	Approved Date :	12-SEP-19

ص ب ٩٤٠٠٠ أبوظبي , الإمارات العربية المتحدة

هاتف +٩٧١٢٤٤٤٠٤٤٤ فاكس +٩٧١٢٤٤٤٠٤٠٠

PO Box 94000 Abu Dhabi, United Arab Emirates

t. +971 2 444 0444 f. +971 2 444 0400

W. tcaabudhabi.ae

Blanket Agreement No. : 4512026311	Reference No. :
Effective From : 01/12/2018	Blanket Agr Date : 10-SEP-19
Effective Till : 30/11/2020	Buyer Name : Shameer Cheeroth
Agreement Amount : 2,300,000.00	Buyer Email : shameer.cheeroth@tcaabudhabi.ae
	Supplier No : 16751

The Department of Culture & Tourism (DCT), P.O. Box 94000, Abu Dhabi, United Arab Emirates

GENERAL TERMS & CONDITIONS

Issuance of any DCT Purchase Order/ Notice to proceed shall be subject to the provisions of these Terms & Conditions.

GC-1 DEFINITIONS AND EXPLANATIONS

For the purpose of these Conditions the words and expressions below shall have the following meaning:

*DCT Shall mean Department of Tourism and Culture of Abu Dhabi

i) Procurements:

Means procuring such materials/items/services, including any training/seminar/workshop to be provided by the Contractor/Vendor/Service Provider pursuant to DCT Purchase Order, such technical specifications/details/methodology and within such timeline as may be specified by DCT or otherwise expressly communicated between DCT and the Contractor/Vendor/Service Provider/Service Provider at the Price specified in the Purchase Order including any Amendment/Variation thereto and subject to the terms and conditions herein.

ii) Notice to Proceed:

Means a Letter of Award or other written instruction/confirmation /from DCT notifying Contractor/Vendor/Service Provider to commence performance of its obligations under the Purchase Order.

iii) Approval

Means the written approval, including the subsequent written confirmations for any previous verbal approvals.

iv) Acceptance

Means official acceptance by DCT in writing of receipt of respective materials/items/services/training, including any Provisional Acceptance and/or Final Acceptance as may be applicable.

v) Variation(s)

Means such variation(s) to a Purchase Order which may include, but not to be limited to, any additional/new requirement to the scope of supply/services or specification or change to those existing, or any change to the implementation schedule/work programme or methodology.

GC-2 PERSONNEL

Contractor/Vendor/Service Provider shall at all times be responsible and liable for the welfare and all acts or omissions of its personnel and shall only employ such personnel/subcontractors who are sufficiently trained and experienced in the methodology and techniques, including knowledge of the specific materials to be used for applicable project(s) and, to effectively and efficiently perform the works/services and shall provide to the satisfaction of DCT if so required evidence to that effect. In case DCT deems any of Contractor/Vendor/Service Provider's personnel not appropriate for the project, Contractor/Vendor/Service Provider will immediately replace such personnel at Contractor/Vendor/Service Provider's expense and without affecting or delaying the implementation of the subject matter of DCT's respective Purchase Order(s) and of any Variation(s) thereto. All Personnel, representative/agents of the Contractor/Vendor/Service Provider shall be deemed to be fully under the employment of the Contractor/Vendor/Service Provider and therefor shall not cause to exist any employer-employee relationship between DCT and the Personnel. The Contractor/Vendor/Service Provider shall not cause DCT to be liable for any claim/compensation, in whatsoever form and/or howsoever arising in that respect. Contractor/Vendor/Service Provider shall ensure all employees, subcontractors receive their monthly

Blanket Agreement No. : 4512026311	Reference No. :
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Agreement Amount : 2,300,000.00	Buyer Email : shameer.cheeroth@tcaabudhabi.ae
	Supplier No : 16751

remuneration in connection with the works promptly and in accordance with their respective employment contracts and shall provide if so required written confirmation to DCT that this has been effected.

GC-3 INDEMNITY INSURANCE AND WARRANTY

3.1 The Contractor/Vendor/Service Provider shall with respect to the performance of the scope of procurement/services be responsible for complying with all applicable statutes, decrees, rules and regulations with regard to the subject matter herein and shall be liable of any breach or non-compliance of obligations in whatsoever nature and, indemnify, defend and hold DCT harmless from and against any liabilities, costs, claims, loss or damage for death, illness or injury or damage to the property to any third party to the extent that it is directly responsible for same subject always to the provisions of clause 3.2 below

3.2 Notwithstanding any other provision in any terms and conditions forming part of this agreement to the contrary, (i) Contractor/Vendor/Service Provider's total aggregate liability for any and all loss or damage arising under or in connection with this agreement and any services delivered under any applicable Purchase Order whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 100% of the Contractor/Vendor/Service Provider's charges for the applicable service and (ii) neither party shall be liable in contract, tort (including negligence), strict liability, indemnity or otherwise for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused.

3.3 If necessary, during the work implementation and for such other period as may be required until fulfilment of Contractor/Vendor/Service Provider's obligations, Contractor/Vendor/Service Provider shall obtain and maintain applicable insurance covers and be fully responsible for payment of relevant premiums and deductible thereof. If required by DCT the Contractor/Vendor/Service Provider shall give DCT an Insurance Confirmation Letter confirming that the required Insurance Policies have been effected in accordance with this Contract and all applicable laws.

3.4 At least annually and if required, the Contractor/Vendor/Service Provider shall provide DCT with further Insurance Confirmation Letters reconfirming that the Insurance Policies have been effected in accordance with this Contract and all applicable laws and also notifying DCT of any changes to the terms of the Insurance Policies

3.5 Contractor/Vendor/Service Provider shall ensure that the Insurer has agreed to waive all rights of subrogation against DCT, its Affiliates, officers, directors, employees, agents and contractors

3.6 Warranty and (DLP) Defects Liability Period The Contractor/Vendor/Service Provider warrants that services carried out under this Agreement shall be free from defect in material, workmanship, performance and design and Contractor/Vendor/Service Provider will repair the work, which failed under normal use and service within twelve (12) months following the provisional acceptance of work by DCT

GC-4 HEALTH AND SAFETY

Contractor/Vendor/Service Provider shall carry out the Services in accordance with all applicable HSE quality assurance and control policies, guidelines, standards, procedures and requirements of DCT and all relevant Authorities (whether contained in applicable laws, Protocols, plans, manuals or otherwise) and any other requirement which DCT may notify to the Contractor/Vendor/Service Provider from time to time

GC-5 CONFIDENTIALITY

All technical, commercial and/or miscellaneous information, all related documentation in whatever form (hereinafter referred to as "information") which DCT may furnish to the Contractor/Vendor/Service Provider or has furnished in anticipation of issuance of its Purchase Order shall fully be owned by DCT. Unless DCT agrees otherwise in writing, such information: (a) shall be treated in confidence by Contractor/Vendor/Service Provider; (b) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized and (c) shall, together with any copies thereof,

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Effective From : 01/12/2018	Blanket Agr Date : 10-SEP-19
Effective Till : 30/11/2020	Buyer Name : Shameer Cheeroth
Agreement Amount : 2,300,000.00	Buyer Email : shameer.cheeroth@tcaabudhabi.ae
	Supplier No : 16751

be returned or destroyed when no longer needed. Contractor/Vendor/Service Provider may be required to sign an (NDA) or Non-Disclosure Agreement with DCT or any of its Subcontractors,

GC - 6 PERFORMANCE BOND/RETENTION

Contractor/Vendor/Service Provider shall, within ten days of issuance of DCT Purchase Order, submit to DCT an unconditional Performance Bank Guarantee in the format specified in Appendix - C, in the amount equivalent to 10% of the total value of the Purchaser Order as a guarantee for the Contractor's/Vendor's/Service Provider's commitments to DCT. Alternatively, DCT may at its sole discretion, retain an amount equivalent to 10% of the total value of the Purchase Order either from the first payment or prorated from respective payments as applicable. Such retained amount shall be released upon completion of all respective obligations of the Contractor/Vendor/Service Provider.

GC-7 INTELLECTUAL PROPERTY RIGHTS

The Contractor/Vendor/Service Provider obtains no IP Rights to the DCT Supplied Information and, unless otherwise agreed, the DCT Supplied Information may only be used by the Contractor/Vendor/Service Provider for the purpose of performing the Services.

All deliverables/materials as provided by Contractor/Vendor/Service Provider as part of the scope or work/services/deliverables under this Appendix-A shall be owned by DCT with unlimited worldwide usage & copy rights and DCT shall be entitled, either directly or indirectly to make use of such deliverables/materials for any purposes as it may deem fit and proper at its sole discretion without any reservation and/or claim, whatsoever, from the Contractor/Vendor/Service Provider.

GC-8 DCT SUPPLIED INFORMATION

Except as expressly provided by this Contract, the Contractor/Vendor/Service Provider shall not be entitled to any claim/variation arising from or in connection with the inaccuracy, incompleteness or inadequacy of the DCT Supplied Information or the non-provision of any other information or documentation supplied by DCT and shall have satisfied itself fully and checked that the information/documentation supplied by DCT is correct and if any errors or omissions are found to notify DCT immediately.

GC-9 PAYMENT AND INVOICING

Invoices submitted by the Contractor/Vendor/Service Provider shall be settled by DCT normally within 30 days from the date of receipt of invoice, unless DCT disputes the correctness thereof. Payment shall be effected by way of bank transfer to the designated account of the Contractor/Vendor/Service Provider as mentioned in the invoice. If proposed by DCT only, any advance payment requirement would be met by DCT only against furnishing of unconditional advance payment bank guarantee in the equivalent amount otherwise no advance payment shall be proposed by the vendor. The financial breakdown shall be presented progressively in arrears on a separate document,

GC-10 TAXES

Contractor/Vendor/Service Provider shall be responsible for all taxes, including but not limited to all excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, franchise, employment and personal property taxes.

However, all sums payable by DCT are exclusive of VAT, and DCT shall pay the Contractor/Vendor/Service Provider the amount equal to any applicable VAT due on those sums after the receipt by it from the Contractor/Vendor/Service Provider of a Tax Invoice. VAT and Tax Invoice have the meanings respectively given to them in Federal Decree - Law No. (8) of 2017 on Value Added Tax.

GC-11 VARIATION(S) AND EXTENSION(S) OF TIME

At any time, either party may give the other party a Notice announcing a Variation/Extension of Time.

Blanket Agreement No. : 4512026311	Reference No. :
Effective From : 01/12/2018	Blanket Agr Date : 10-SEP-19
Effective Till : 30/11/2020	Buyer Name : Shameer Cheeroth
Agreement Amount : 2,300,000.00	Buyer Email : shameer.cheeroth@tcaabudhabi.ae
	Supplier No : 16751

11.1 If the Variation Notice is given by DCT, the notice shall include details of the proposed Variation. Upon receipt of the Notice the Contractor/Vendor/Service Provider shall give DCT a notice (together with full supporting details) setting out;

- (a) Any objection Contractor/Vendor/Service Provider has to the variation
- (b) Detailed breakdown of any cost associated with the proposed variation
- (c) Any Impact to the implementation schedule

If the Variation Notice is given to DCT by Contractor/Vendor/Service Provider then the notice must be given within 7 days of the Contractor/Vendor/Service Provider becoming aware of the event causing the variation and include all of the supporting requirements within GC-11 (a) (b) and (c)

11.2 The Contractor/Vendor/Service Provider is not entitled to any payment (pursuant to this Agreement or otherwise atlaw) in relation to any variation of the Services unless that variation has been agreed or determined in accordance with this clause GC-11

11.3 Contractor/Vendor/Service Provider shall proceed with the implementation of such Variation(s) immediately without refusal for whatsoever reasons and shall not jeopardise the works.

11.4 Within 28 days after receipt of a Variation Notice from the Contractor/Vendor/Service Provider, DCT shall provide a notice setting out any objection DCT has to the proposed Variation.

GC-12 DELAY PENALTY

If the Contractor/Vendor/Service Provider fails to complete the Work in accordance with the implementation schedule or specified payment/delivery milestones or on/before the date of Completion due to any reason which is attributable to the Contractor/Vendor/Service Provider, then the Contractor/Vendor/Service Provider shall pay to DCT as and by way of Penalty resulting from the delay in accordance with the penalties provided against each milestone if available or, 0.1% of the total Contract value for each day and pro-rata for parts thereof, for delay beyond the specified milestone/completion date or dates, subject to a maximum of 10% (ten per cent) of the total Agreement Price.

GC- 13 SUSPENSION OF WORKS

13.1 Notwithstanding anything to the contrary, DCT may for its own convenience suspend and/or terminate the Agreement either in whole or in part at any time by giving written notice to Contractor/Vendor/Service Provider, whom shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. Contractor/Vendor/Service Provider shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by DCT until and upto such date of suspension/termination.

GC-14 TERMINATION OF WORKS

14.1 If during the course of this Agreement, Contractor/Vendor/Service Provider shall be in breach of its obligations and DCT shall so inform Contractor/Vendor/Service Provider by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by DCT) after such notice, then DCT may immediately terminate the services of Contractor/Vendor/Service Provider by Notice in writing. Following such termination DCT shall pay to the Contractor/Vendor/Service Provider (a) such sums as are properly due and payable to the Contractor/Vendor/Service Provider for its performance of its obligations under this Agreement up to and including the effective date; and (b) any reasonable direct costs of demobilization (excluding machinery, equipment or personnel or repatriating personnel) arising from the termination of this Agreement.

DCT may also claim from the Contractor/Vendor/Service Provider all direct cost, losses or damages incurred by DCT as a result of such failure. If the Performance Guarantee/Retention was not sufficient to cover these losses and damages, Contractor/Vendor/Service Provider shall promptly pay DCT, upon its request, such difference in value. Any failure from the Contractor/Vendor/Service Provide in this respect will constitute a legal debt to DCT with all relevant rights thereto

Blanket Agreement No. : 4512026311	Reference No. :
Effective From : 01/12/2018	Blanket Agr Date : 10-SEP-19
Effective Till : 30/11/2020	Buyer Name : Shameer Cheeroth
Agreement Amount : 2,300,000.00	Buyer Email : shameer.cheeroth@tcaabudhabi.ae
	Supplier No : 16751

reserved by DCT.

14.2 Without prejudice to DCT's other remedies, the 10% retention amount pursuant to Clause GC-6 hereof shall be unconditionally confiscated in full without recourse if Contractor/Vendor/Service Provider services are terminated by DCT.

GC-15 WITHDRAWAL OF THE WORK FROM CONTRACTOR/VENDOR/SERVICE PROVIDER

In the event that the Contractor/Vendor/Service Provider shall forthwith cease to provide its services under this Agreement then, DCT may at its option continue availing similar services from a third party. Contractor/Vendor/Service provider shall, if so required by DCT, within 7 (seven) days of the date of termination assign to DCT without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of Contractor/Vendor/Service suppliers obligations to DCT.

GC-16 FORCE MAJEURE

Neither party shall be in default, nor assume any liability for consequences arising out of the interruption of their respective obligations by force majeure, i.e., by strikes, Lockouts, or other labour disputes which delay work, epidemics, fires, floods, unusually severe weather or any other natural disturbances of Acts of God or of the public enemy, acts of Governments, and civil commotion, riot, insurrection or hostilities whether or not declared war, restrictions due to quarantines, blockades, embargoes; and all similar causes beyond the reasonable control of the parties and/or without the fault or negligence of the Parties. The parties shall make their best endeavour to circumvent such events that result in a delay. The party claiming force majeure shall immediately upon occurrence, notify the other party if practical stating the estimated consequences. A delay resulting from any of the stated events shall suspend performance, and extend the period of performance up to a period mutually agreed upon by both parties. Onus to prove the occurrence of such events lies on the party claiming its invocation. If the force majeure situation lasts more than a reasonable time, alternative course of action shall be resorted to by the unaffected party.

GC-17 CONFIRMATION BY SUPPLIER

Contractor/Vendor/Service Provider confirms that has properly taken care of all requirements and concerns of DCT in respect of its Scope of Services under this Agreement and shall be fully obliged to provide all necessary Services thereof to the full satisfaction of DCT and warrants that the agreement price is full and final and sufficient to ensure the delivery of all elements required to deliver the scope of services or project

GC- 18 CHOICE OF LAW AND RESOLUTION OF DISPUTES

The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the emirate of Abu Dhabi and/or United Arab Emirates. DCT and Contractor/Vendor/Service Provider agree that, any dispute or claim which may arise regarding the application or interpretation these terms and conditions shall be resolved amicably between DCT and Contractor/Vendor/Service Provider. However, if no amicable settlement is found to be possible, then the same shall be adjudicated by the Courts of Law in the United Arab Emirates.

Signed on behalf of:

The Department of Culture & Tourism (DCT)

By:

Signed for and on behalf of Contractor/Vendor/Service Provider

By: *



Marketing & Communication Services Contract Form

CONTRACT NO. (TCAAD/P/T/SH/16-105)

**BETWEEN
ABU DHABI TOURISM & CULTURE AUTHORITY (TCA)
AND**

TBWA/RAAD MIDDLE EAST L.L.C

**FOR THE PROVISION OF
MARKETING AND COMMUNICATION SERVICES**

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SERVICE AGREEMENT

Ref: TCAAD/P/T/SH/16-105

This Agreement (the "Agreement") is dated 1st October, 2016 and entered into by and between:

1. **Abu Dhabi Tourism and Culture Authority** whose address is P.O. Box 94000, Abu Dhabi, United Arab Emirates (hereinafter referred to as **TCA Abu Dhabi**).

AND

2. **TBWA/RAAD MIDDLE EAST L.L.C** a limited liability company established in Abu Dhabi whose address is Emaar Square, building no1 Level 6 ,P.O. Box 40604, Dubai, United Arab Emirates (hereinafter referred to as **TBWA**)

TBWA and TCA Abu Dhabi are hereinafter also referred to as individually a "party" and collectively as the "parties."

BACKGROUND

Whereas **TCA Abu Dhabi** is the institution in charge of conserving and promoting the heritage and culture of Abu Dhabi, and is desirous to develop communication support for the its **Louvre Abu Dhabi Marketing & Communication**;

Whereas **TBWA** is a company specializing in the field of communication, marketing and advertising; and

Whereas **TCA Abu Dhabi** has agreed to engage **TBWA** to assist in carrying out the necessary communication support consisting of **Public Relations Work** required for **TCA Abu Dhabi** as further defined herein (the "Services") and as detailed in the attached schedule, and subject to the attached project timeline (**Schedule 1**) and any other additional services required by **TCA Abu Dhabi**, and **TBWA** has agreed to accept the engagement on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

Agreement: Means this agreement, including all Schedules attached to it;

Commencement Date: 18th October, 2016

PC-TO-145 / Rev 4 / 22-Sep-2013

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Completion Date:	18th July 2017 upon fulfillment of obligations with an option to extend for additional 2 year contract divided into two terms of 12 months each term.
Confidential Information:	means all information of either party in respect of the business and financing of, but not limited to, business methods, finances, prices, business, financial, project development or human resources plans, customer risks or details, computer system and software, or know-how, or obtained in connection with this Agreement, and information concerning the relationships with actual or potential clients or customers and the needs and requirements of such persons;
Force Majeure	means any event beyond the reasonable control of either party which affects it ability to perform any of its obligations under this Agreement including but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others.
Intellectual property rights:	means (a) copyright, patents, database right and rights in trademarks, designs, knowhow and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
Services	means all the services and deliverables to be provided by TBWA to TCA Abu Dhabi under this Agreement including, without limitation, those identified in Clause 2 below and in more detail in Schedule 1; and
Total Amount:	means the fee specified in Clause 9 in consideration of the Services and initial agreement term, to be payable by TCA Abu Dhabi to TBWA
Purchase Order	means the TCA Abu Dhabi's procurement commercial/financial approval containing the amount for the entire Agreement or portion of the service or any variation that may increase the Total Amount.

PC-TQ-146 Rev 4 22-Sep-2016

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2. SERVICES:

- 2.1** With effect from the Commencement Date, TBWA shall provide the Services, which are set out in more detail in Schedule 1.
- 2.2** TBWA shall provide the Services to TCA Abu Dhabi by:
- a) performing all the Services on the agreed timelines of Schedule 1;
 - b) procuring and delivering all the Services; and
 - c) providing such other services consistent with the services, at such places as TCA Abu Dhabi may reasonable require of TBWA from time to time.
- 2.3** TBWA shall provide to TCA Abu Dhabi a performance bank guarantee in the amount of 10% of the Total Amount, in the form attached hereto as Schedule 2 from a bank licensed to operate in Abu Dhabi and approved by TCA Abu Dhabi.
- 2.4** In providing the Services hereunder, TBWA must ensure to the best of its reasonable endeavors the highest professional standards and exercise all due care, skill and competence.
- 2.5** TBWA undertakes that, at all times during the term of this Agreement:
- a) It shall be capable of providing the Services;
 - b) It shall provide each of the Services to at least a level which equates to the highest level of competence and professional standard achieved by persons who provide services of the same type as the Services;
 - c) It shall allocate sufficient experienced resources to enable the Services to be provided timely and on the standards and quality required by TCA ABU DHABI and
 - d) It shall provide TCA Abu Dhabi with instant timely progress reports (the "Reports") on the Services whenever requested by TCA Abu Dhabi. The Reports are subject to TCA Abu Dhabi's approval, whereby failing to acquire TCA Abu Dhabi approval can render this Agreement terminated at the option of TCA Abu Dhabi.
- 2.6** TBWA acknowledges that TCA Abu Dhabi enters into this Agreement relying on the particular skill, competence, experience and ability of TBWA to provide the Services.
- 2.7** TCA Abu Dhabi does not assume any duty to advise TBWA to supervise the control of TBWA's performance of the Services, to ensure the proper performance of any obligations of TBWA or to exercise any discretion for the benefit of TBWA

PC-TQ-146 Rev 4 22-Sep-2019

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2.8 TBWA shall provide the Services with the relevant training and explanatory material which shall not be limited nor conditioned, and until the portion of the Services is delivered to TCA Abu Dhabi's reasonable satisfaction.

3. VARIATION TO SERVICES

TCA Abu Dhabi may, by written direction/Purchase Order instruct the TBWA:

- a) suspend the performance of a service that is no longer required and that service shall cease, permanently/temporary to be part of the Services from the date of the direction;
- b) to carry out an additional service which will become part of the Services but subject to not increasing the Total Amount of the Agreement;
- c) carry out a variation in a service or the performance of the Services within the limits of the Total Amount of this Agreement or
- d) Direct a change to the date for commencement of the Services of any part of the services.

4. SUB-CONTRACTING THE SERVICES

4.1 The Services may not be performed by a sub-contractor unless requested/approved by TCA Abu Dhabi in writing, based on a written request by TCA ABU DHABI/TBWA including the reasons for such request.

4.2 At all times TBWA shall:

- a) Manage and be responsible for the sub-contractors;
- b) Ensure that the Services are performed in accordance with the terms of the Agreement; and
- c) Continue to be liable to TCA Abu Dhabi under the Agreement as though no subcontract has been entered into.

4.3 TBWA must contract directly with the sub-contractors and must not hold itself out as TCA Abu Dhabi's agent in its dealings with the sub-contractors. All sub-contractors must permit novation of a sub-contract to TCA Abu Dhabi at the discretion of TCA Abu Dhabi.

4.4 If sub-contractor defaults in the performance or observance of any covenant, condition or stipulation in the sub-contract, TBWA must exercise any right available to it under the sub contract or at law to rectify the default and recover any consequent costs.

4.5 TBWA is not relieved of any of its obligations under this Agreement as a result of appointing a sub-contractor to provide the Services and is responsible for the

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performance of each sub-contractor. **TBWA** must also ensure that all Subcontractors comply with the provision of the Agreement to the extent that provisions apply to the Services.

4.6 The following provisions apply in relation to payment of sub-contractors:

- (a) The maximum amount of charges to be paid to a Sub-contractor in respect of any of the Services is the amount approved by **TCA Abu Dhabi**;
- (b) Quotation and original invoices for Service shall be presented to **TCA Abu Dhabi** for written approval; and
- (c) **TBWA** must not levy or impose any additional charges or commission on **TCA Abu Dhabi** for the Services other than the face value of the relevant invoice.

5. TIME FOR PERFORMANCE

5.1 Time is of the essence and any time for performance and response time (Service Level Agreement) of the Services shall be as specified in Schedule 1 hereto. However, **TCA Abu Dhabi** reserves the rights to reasonably modify/ amend in whole or in part the Project Timeline and the Service Level Agreement at its sole discretion.

5.2 If **TBWA** fails to perform the Services or deliver all relevant deliverables in an excellent condition within any time limits specified by **TCA Abu Dhabi**, or if there are no such time limits as set forth in Schedule 1 (Project Timeline) within a reasonable time, then, provided that such failure to perform the Services is not due to any action or lack of required action on **TCA Abu Dhabi's** part, **TCA Abu Dhabi** shall have the right without prejudice to any other remedy it may have to:

- (a) Require a third party at its sole discretion to carry out the Services in which case **TBWA** shall indemnify **TCA Abu Dhabi** against any direct or indirect losses, expenses, costs, claims, liabilities and damage incurred by **TCA Abu Dhabi** and **TBWA** shall cooperate with this third party to the fullest extent reasonably possible; and /or
- (b) Terminate the Agreement with immediate effect together with any other contract or agreement with **TBWA** and/or
- (c) Encashment of the performance bank guarantee referred to in Clause 2.3 of this Agreement.

5.3 The parties are in agreement that if **TBWA** fails to perform the Services and/or deliver any of the deliverables in accordance with the specifications in Schedule 1 and the timelines set out in Schedule 1, **TBWA** shall be obligated to pay to **TCA Abu Dhabi** (and **TCA Abu Dhabi** shall be entitled to deduct) 10% of the total amount.



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The contractual penalty shall be in addition to any other remedies available to TCA Abu Dhabi.

- 5.4 TCA Abu Dhabi shall only be responsible to any loss or damage to the deliverables specified in Schedule 1 in the event that such loss or damage is caused by its willful misconduct or gross negligence.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective from the Commencement Date and shall continue until the completion date unless otherwise agreed by the parties in writing.
- 6.2 Notwithstanding anything to the contrary, TCA Abu Dhabi may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving written notice to TBWA, and TBWA shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. TBWA shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by TCA Abu Dhabi until such date of suspension/termination.
- 6.3 If during the course of this Agreement, TBWA shall be in breach of its obligations and TCA Abu Dhabi shall so inform TBWA by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by TCA Abu Dhabi) after such notice, then TCA Abu Dhabi may immediately terminate the services of TBWA by Notice in writing.
- 6.4 In case TBWA shall forthwith cease to work, then TCA Abu Dhabi may at its option continue work either by itself or by a third party. TBWA shall if so required by TCA Abu Dhabi within 7 (seven) days of the date of determination assign to TCA Abu Dhabi without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of TBWA's obligations to TCA Abu Dhabi. In case such a situation arises and the total cost incurred by TCA Abu Dhabi in so completing the project being greater than which would have been incurred had TBWA's services not been terminated, then TBWA shall pay such difference and/or excess to TCA Abu Dhabi.
- 6.5 TBWA hereby acknowledges and agrees that all materials, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies thereof, and/or Proprietary Information, furnished to or prepared by TBWA or its Agents in the course of or incident to its rendering of services to TCA Abu Dhabi, including, without limitation, records and any other materials pertaining to Ideas belong to TCA Abu Dhabi shall be promptly returned to TCA Abu Dhabi upon termination of this Agreement. Following termination, neither

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TBWA nor any of its agents/representatives/employees shall retain any written or other tangible material containing information pertaining to **TCA Abu Dhabi**.

- 6.6** The representations and warranties contained herein and **TBWA** obligations thereof shall survive termination and/or expiration of this Agreement.
- 6.7** If **TBWA** takes or has taken or has instituted against it any **TBWA** or proceeding whether voluntary or involuntary which has an object or may result in the bankruptcy, winding up or reorganization of **TBWA**(other than a voluntary, non-bankruptcy reorganization for the sole purpose of reorganization or consolidation), or is placed under official management or enters into any agreement with a third party in respect of **TBWA's** obligations under this Agreement or enters into compromise or other arrangement with its creditors or any class of them or an administrator, trustee, receiver or manager is appointed to carry on its business or to take control or possession of any of its assets for the benefit of its creditors, then **TCA Abu Dhabi** may forthwith terminate this Agreement in whole or in part.
- 6.8** If this Agreement is terminated in whole or in part, **TBWA** shall forthwith on demand by **TCA Abu Dhabi** deliver to **TCA Abu Dhabi** any materials/deliverable whatsoever as may be applicable under this Agreement.

7. TBWA'S UNDERTAKINGS

TBWA represents warrants and undertakes to **TCA Abu Dhabi** that:

- (a) It shall provide independent Services to **TCA Abu Dhabi** and shall comply with all reasonable instructions given to it by **TCA Abu Dhabi** in connection with the performance of its responsibilities;
- (b) It shall provide such materials as are required to perform the Services;
- (c) It shall use best quality materials, techniques and standards in performing the Service;
- (d) It shall, in carrying out the service and providing any goods, materials, items or products, ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice are complied with;
- (e) When procuring services from third party providers, it shall exercise control and supervision upon such third party providers and remain liable toward **TCA Abu Dhabi** for their acts and omissions in the provision of such services;
- (f) It shall make available the pre-approved **TBWA's** experienced personnel to perform all the duties of **TBWA** under the Agreement. Any temporary/permanent replacements shall have the equivalent status/experience as required and approved by **TCA Abu Dhabi**, that approval not to be unreasonably withheld or delayed;
- (g) it shall make available the number of **TBWA's** personnel with all the necessary skill and expertise to provide the Services on the terms set out in this Agreement;

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- (h) It shall set up and provide, as per the attached project Timeline in schedule 1, all the services required in order to perform the Services;
- (i) The Services shall be provided in a timely and professional manner as per the terms of this Agreement and shall conform to the standards generally observed in the industry for similar services;
- (j) It shall maintain proper books and records of account in relation to the subject matter of this Agreement and make such books and records available for auditing by TCA Abu Dhabi and/or its designee; and
- (k) It shall acquaint itself with and comply with any working practices, rules or procedures applicable to other (whether independent contractors or employees) at any location where TBWA is performing the Services.

8. TBWA 'S PERSONNEL

TBWA shall:

- 8.1 ensure its personnel perform the Services according to the terms and conditions of this Agreement with appropriate experience to provide the services as per quality and standards required by TCA Abu Dhabi having the local or regional experience/knowledge ;
- 8.2 notify TCA Abu Dhabi immediately where its personnel are unable to perform the Services and, if requested by TCA Abu Dhabi, provide replacement personnel with equivalent local/regional experience/knowledge acceptable to TCA Abu Dhabi;
- 8.3 promptly arrange for the removal of any personnel (including its personnel) whom TCA Abu Dhabi may decide in its reasonable discretion are unacceptable to TCA Abu Dhabi, and promptly replace that person or those persons with personnel acceptable to TCA Abu Dhabi; and
- 8.4 Ensure that all its personnel act to the best of their skill and ability and in accordance with accepted professional and quality standards for persons having those qualifications and experience.

9. PAYMENT

In consideration of the Services being provided in accordance with the terms of this Agreement, TCA Abu Dhabi shall pay to TBWA the amount of [REDACTED]

[REDACTED] ("Total Amount") based on the proposal/payment milestones attached hereto as Schedule 3.. In respect to the sponsorship management fee, TCA Abu Dhabi and TBWA shall agree on the payment terms on case-by-case basis under a separate agreement based on the percentage agreed under this agreement on

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the schedule 3. The total amount to be borne by **TCA Abu Dhabi** for the subject matter of this Agreement shall not exceed the Total Amount.

The Total Amount shall include (i) all the elements for the satisfactory delivery of the entire Services included professional and agency fee along with all taxes and (ii) any third party costs and sub-contractors. Notwithstanding the preceding, TCA Abu Dhabi shall not cover any additional expenses/costs for the TBWA's performance of its obligations under this Agreement.

TBWA shall not be entitled to claim any amount for any portion of the Services, which has been in whole or part rejected by TCA Abu Dhabi.

10. LIABILITY, INDEMNIFICATION & INSURANCE

10.1 Throughout the duration of this Agreement and thereafter, **TBWA** shall keep **TCA Abu Dhabi** fully harmless and indemnified from any liability, claim or responsibility whatsoever, against any proceedings, infringement of any statute whatsoever, including intellectual property rights relating to any third party, personal or property damages howsoever and whatsoever arising out of or in the course of or caused by the carrying out **TBWA's** obligations or any part thereof under this Agreement.

10.2 If found necessary, **TBWA** shall be obliged to procure at its own cost the necessary insurance coverage against any responsibility or liability whatsoever arising out of carrying out this Agreement.

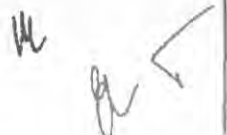
10.3 **TBWA** shall be liable for the direct consequence of all errors, negligence and omissions on its part or on the part of its employees, representatives and/or experts.

11. INTELLECTUAL PROPERTY

All Intellectual Property in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by **TBWA** in the delivery of the Services shall vest on creation in **TCA Abu Dhabi**.

TBWA agrees to do everything necessary or requested by **TCA Abu Dhabi** either during the term or after the termination of this Agreement, to enable **TCA Abu Dhabi** to own the intellectual property referred to in this clause, including formally assigning those rights to **TCA Abu Dhabi**.

TCA Abu Dhabi shall be entitled, directly or indirectly, to make use of such documents at its sole discretion without any reservation or claim from **TBWA**.



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TBWA acquires no interest in any document or material provided by TCA Abu Dhabi. Such documents or materials must be destroyed on termination of this Agreement.

12. WHOLE AGREEMENT

This Agreement, the documents referred to in it and any agreements relating to this Agreement entered into on the date of the Agreement between the parties contain the whole agreement between the parties relating to transactions contemplated by the Agreement and supersede all previous agreements between the parties relating to those transactions. In the event of discrepancy between any of the terms stated in this Agreement and any of terms stated in the schedules the former terms shall prevail.

13. EVENT OF CONFLICT

In the event of conflict between any of the terms and provisions stated in this Agreement and the terms stated in any of the attached schedules, the former shall prevail.

14. DISPUTE RESOLUTION AND JURISDICTION

14.1 This Agreement shall be governed by the laws of the United Arab Emirates, as applied and interpreted in the courts of Abu Dhabi.

14.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Abu Dhabi in the event of any dispute arising between the parties.

IN WITNESS whereof this Agreement has been signed by the authorized representatives of the parties.

For and on behalf of
TCA Abu Dhabi

For and on behalf of
TBWA/RAAD MIDDLE EAST L.L.C

Saif Saeed Ghobash
Director General
DATE: 13/11/16



PC-TQ-146 Rev 4 22-Sep-2016

Reda Ramzi Raad
Manager
DATE: 25/01/2016



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SCHEDULE 1

Services:

PG-TO-145 / Rev 4 / 22-Sep-2016

Mr. d

Louvre Abu Dhabi

Branding and Opening

Scope of Work – Package A – Marketing and Communication



Introduction.....	3
Positioning.....	4
Main stakeholders.....	6
Short description of packages	9
Overall Planning	10
Detailed Description of Package A – MarCom sub-packages	11
A-01 Coordination	11
A-02 Branding.....	13
A-03 Media Plan and Advertising.....	16
A-04 Communications	19
Assessment.....	20
A-05 Sponsorship.....	22
A-06 Social Media.....	24
A-07 Visitors' Publications.....	26
A-08 Q&A toolkit	30
A-09 Translations.....	32
Annexures.....	36

Introduction

The present document describes the expected scope of work for the Marketing and Communication (MarComms) agency to be awarded and hired by the Abu Dhabi Tourism & Culture Authority, on behalf of the Louvre Abu Dhabi.

Note: another call of tender with a complementary scopes of work will be issued to select an Events agency (hereunder referred as Package B – Event) for the Museum opening events program finalization and roll-out as well as a tender for a full-scale web site.

This tender is issued in the prospect of the Museum opening, scheduled in Late February / beginning of March, 2017.

While several operations of communication, marketing, online, social, press or public relationship have already been carried out, including several exhibitions, public talks, seminars - in both Abu Dhabi and Paris - and official and media construction-site visits, the time has come to:

- Effectively brand, market and promote the museum as a whole to its different audiences and segments, including the development and stabilization of the existing graphic identity of the museum;
- In relation to the above, coordinate and support the various teams and stakeholders involved.

Thus, the agency will be in charge of different sub-packages (see below) and may collaborate with the Louvre Abu Dhabi and its partners, for an overall period of 9 months + 1 year + 1 year. The duration of each package will be re-assessed after the museum opening

Other important points to note:

- Key tourism markets are France, UK, Germany (TBC budget), India, China and GCC (focus on KSA and UAE). US is not a key target due to budget however can be considered in Communications / Digital recommendations.
- TCA Abu Dhabi will have full rights to identify sub-contractors that the agency appointed hires for specific packages (even if there is capacity in-house). This could be due to several factors such as time constraints, track record or technical submissions for the RFP.
- Media buying and (as an option) production of print material (collateral – i.e. Package 07) may be printed in house.
- Despite the above, all quotes should be exhaustive and consider copyright clearances, any third party costs such as photography / purchases of music etc.




Positioning

The museum positioning has been developed internally by the projects stakeholders, and will serve as a framework for creative and branding operations, as well as for all the communication and marketing operations executed by suppliers. This framework serves as a baseline that we expect to be developed further by the selected agency.



Context

For the execution of the scope of work and all its packages, the MarComms agency will have to consider the following:

- The consistency of the message with - and as a revelation of - the spirit of the Louvre Abu Dhabi itself: a museum which is unique, through its inception as a cultural and political statement, its messages, its collection and its elaboration and operating models;
- The political dimension of the opening of the museum due to the intergovernmental agreement, and the mandatory Abu Dhabi and UAE protocol events, inclusive of the Sheikhs and Sheikhas' official previews and events;
- The many stakeholders and promoters of the project since its inception in the early 2000s, and its inscription in the larger Abu Dhabi Vision 2030;
- A "patronage" by some international key opinion leaders (thinkers, actors, creators...), not only for the opening (VIP and "people" dimension), but also for the overall communication strategy and plan, both local and international;
- The relevance -and inscription- of the Museum as one of the new global leading cultural institutions, in connection with the Louvre, Unesco, Icom and local and regional education and cultural institutions: Sorbonne Abu Dhabi, Sheikh Zayed University, New York University, etc.;
- The importance of the local education community and of the "family and kids" audience for the success of the museum;
- The importance of the tourist community, and notably the Tourism professionals and key opinion leaders;
- "Those who made the Louvre Abu Dhabi": stakeholders (TCA, AFM, TDIC...) intended as institutions, but also as "people"; the architects, engineers and international consultants, but also on-site workers, etc.

Positioning text

See attached document.

Louvre Abu Dhabi DNA mapping

See attached document.

Main stakeholders

Louvre Abu Dhabi

Originating from an intergovernmental agreement between Abu Dhabi and France, through the shared vision of creating a universal museum, the Louvre Abu Dhabi represents a new spirit of cultural collaboration between both countries.

Part of the Saadiyat Cultural District on a natural island off the coast of Abu Dhabi, the Louvre Abu Dhabi is a museum that highlights the similarities and exchange of ideas between civilisations and cultures from ancient to contemporary times. Visitors will be able to experience galleries designed like an Arabic 'madinat' (city), outstanding temporary exhibitions in a dedicated space, a children's museum, an auditorium, a café, a restaurant, a museum shop, a research centre, promenades and gardens.

The museum's permanent collection of 600 objects will be exhibited across 23 state-of-the-art galleries in 12 sequences and in dialogue with 300 loaned works from 13 leading French institutions to tell a universal story of human history.

While the dedicated Louvre Abu Dhabi team is growing, the administrative body of the museum is currently being set up. Meanwhile, TCA operates the contracts and development on behalf of the Louvre Abu Dhabi, notably with the support of LAD-Team, a mixed team TCA/AFM (see below).

<http://louvreabudhabi.ae/en/pages/home.aspx>

Abu Dhabi Tourism & Culture Authority – TCA Abu Dhabi

The Authority's mission is to promote the heritage, culture and traditions of Abu Dhabi Emirate worldwide. Its activities are designed to support the emirate's evolution into a world-class, sustainable destination which makes a unique contribution to the global cultural landscape whilst conserving its singular character and ecosystem.

The Authority manages the Emirate's tourism sector and markets it internationally through a wide range of activities and major events aimed at attracting both culturally sensitive visitors and increased investment. While it is busy forging new relationships across the world, the

Authority is also focusing on developments at home. A clear priority is to ensure the preservation of Abu Dhabi's cultural heritage, especially its historic and archaeological sites. However, its focus is not solely on the past. As part of its management of the Emirate's tourism sector, the Authority is also responsible for overseeing the development of the new landmark museums in Abu Dhabi's Saadiyat Island Cultural District, including the Louvre Abu Dhabi, Zayed National Museum and Guggenheim Abu Dhabi. It is also committed to supporting an ongoing programme of events and intellectual and artistic activities aimed at nurturing a cultural environment that will be enriching for residents and visitors alike.

The Authority is responsible for the management of both the existing and future museums, such as those being built in Saadiyat Cultural District, and overseeing their development and the delivery of their cultural programmes. A specific department has been set up to lead the development of Saadiyat Cultural District with a dedicated team for each museum (Louvre Abu Dhabi, Sheik Zayed National Museum, Guggenheim Abu Dhabi), and cross-support teams (marketing, communication, education...).

www.tcaabudhabi.ae/

Louvre Museum and Agence France-Muséums – AFM

The Louvre or the Louvre Museum is one of the largest museums in the world and a historic monument in Paris, France. Nearly 350,000 objects from prehistory to the 21st century are exhibited over an area of 60,600 square metres. The Louvre is the world's most visited museum, receiving more than 9.26 million visitors in 2014. Through the intergovernmental agreement and a brand licensing agreement, Musée du Louvre is committed to share its name and values with Abu Dhabi through an exceptional and innovative project based on the transfer of centuries-old experience, and expertise in museum management and curatorship over 30 years.

Agence France-Muséums has been entrusted with the task of carrying through the commitments of Musée du Louvre and France to the project of the universal museum of the Louvre Abu Dhabi, and structuring the expertise of the French cultural institutions involved, Louvre museum being the main stakeholder of AFM, together with other cultural institutions and museums (Musée d'Orsay, Centre Pompidou, Bibliothèque nationale de France, Musée du Quai Branly, Musée Guimet, Musée Rodin, Musée et domaine national de Versailles, Ecole du Louvre, Domaine national de Chambord, Oppic).

AFM provides consultancy services to the authorities of the United Arab Emirates in the following fields:

- Definition of the scientific and cultural programme,
- Assistance with project management, including museography, signage and multimedia projects,
- Coordinating loans from French collections, and the organisation of temporary exhibitions,
- Creation of a permanent collection,
- Support with the museum's visitors' policy.

<http://www.agencefrancemuseums.fr/en/>

TDIC

Tourism Development & Investment Company (TDIC) is the master developer of major tourism cultural and residential destinations in Abu Dhabi, notably Saadiyat, its cultural district and museums.

TDIC was created to be the dedicated tourism asset management and development arm of the Abu Dhabi Tourism and Culture Authority (TCA Abu Dhabi) to drive the investment, growth and development of the Emirate's tourism sector.

<http://www.tdic.ae/>

AJN

Ateliers Jean Nouvel (AJN) is in charge of the museum design and architecture, including the exhibition design of the permanent collection galleries. AJN is one of the biggest architecture firms in France with over 30 active projects worldwide and a multicultural staff of 180 professionals from the fields of architecture, urban design, landscape design, graphic design, industrial design, interior design, model making and image production.

Jean Nouvel has built museums, concert halls, conference centers, theatres, hotels, collective accommodation, office buildings, commercial centers and private residences around the world, and is recognized as one of the most innovative architects in the world.

Short description of packages

Package #	Package Name	Short description
PACKAGE A – MARCOMMS		
A-01	Coordination	LAD/TCA/TDIC/AFM/Louvre and partners team coordination for opening
A-02	Branding	Branding /Baseline(s)/Graphic development Development and adaptation of existing graphic charter (offline and online – website review required) . Sound design.
A-03	Media plan Advertising	Media plan - Marketing and advertising (off and on-line) for pre-opening, launch, opening events and opening season (permanent collection, children's museum, temporary exhibition, auditorium, activities) – Post-opening campaign. Potential negotiation and management of media partners.
A-04	Communications	Press relation UAE/GCC/ France /World: Politics, general media, and relevant specialised media: culture, education, tourism, architecture, etc.
A-05	Sponsorship	Support for the museum sponsorship strategy roll-out, notably for the opening events. As an option, sponsor identification and introduction.
A-06	Social Media	Social media strategy and operational support for community management (staff).
A-07	Visitors' publications	Branding, graphic execution and content creation support for multilingual visitors' publications, including translations (B2B and B2C, print and online).
A-08	Q&A toolkit	Q&A – Internal toolkit for communication with visitors and external contacts.
A-10	Translations	All needed and relevant translations for the execution of all packages, in all languages specified hereunder.

For reference only – included in another RFP

PACKAGE B – EVENTS		
B-01	Events – Opening	Pre-opening and opening events program consolidation and operational organization – roll-out.
B-02	VIP and Stakeholder Coordination	Public relation coordination with stakeholders (LAD / TCA / TDIC / AFM / Louvre and partners), UAE and France protocol, for the opening sequence.

Overall Planning

		16.06			16.09			17.02			17.03		17.05		17.12			18.06		19.06	
Month		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	...	#19	...	#25	#25	
#	Package A – MarCom																				
A	Tender phase				Award																
A01	Coordination												Option								
A02	Branding																				
A03	Media planning and advertising																				
A04	Press and media relations																				
A05	Sponsorship																				
A06	Social media																				
A07	Info. & and com. publications																				
A08	Q&A toolkit																				
A10	Translations																				

Detailed Description of Package A – MarComms sub-packages

A-01 Coordination

The Louvre Abu Dhabi opening strategy will create interactions between many different partners and stakeholders (TCA, TCA Cultural Department, TCA-LAD team, TDIC, AFM and the Louvre, protocol...), each one of them being involved in, or responsible for, different tasks and/or validations. TCA-LAD Team is responsible for the overall execution of Package – A.

As a central element of this strategy and rollout, the MarComms Agency will undertake a coordination role of the overall process for all relevant packages. As such, the coordination package includes:

- The presence of one (or more) full-time and on-site Project Manager(s), single entry point and key contact(s) for any request regarding the opening MarComms strategy, **both internal and external**;
- The establishment -and update- of a mapping of actors for the projects, inclusive of:
 - Organisation chart, enlightening the stakeholders and authorities of the various projects;
 - For each stakeholder, package, and for the overall operation:
 - Schedule definition and time-keeping responsibility
 - Workflow & validation processes' monitoring:
 - Identification of raw content provider/ copywriter(s)/ validation workflow/ final cut validator;
 - Translation monitoring / validation workflow / final cut;
 - Soliciting / reminders / tracking;
 - Etc.
 - Key-speakers and authorised speakers or decision-makers for relevant subjects, packages and contacts: press, media, protocol, security, events, etc.
 - Reporting – weekly, monthly and quarterly reporting on status and deliverables is required as well as ad-hoc reporting for key proactive campaigns or reactive situations (i.e. issues / crisis management)




TCA will facilitate access and localisation of the relevant staff from MarComms Agency inside its offices; however, all the salary, material expenses, inclusive of travel, accommodation, work environment, etc., must be included in the Agency's proposal.



A-02 Branding

Scope of Work

Branding Package includes the development of the Louvre Abu Dhabi brand(s), baseline(s) and graphic identity, notably for:

- The museum as a whole (not limited to elements such as galleries, retail spaces, café, exhibition spaces and auditorium etc.);
- The promotion of temporary exhibitions;
- The Children's Museum;
- The auditorium and cultural programming;
- The corporate stationery, to be developed and clarified;
- Review of merchandise proposed by retail to ensure consistency in the way the brand is portrayed
- Creation of branding tool kit for partners (i.e. sponsors) and review of their Marcomms output to ensure consistency of brand
- In collaboration to upcoming Package B – Events:
 - the opening events promotion (on-site and off-site),
 - one/several VIP gift pack(s) for the opening and after the museum opening.

Please note the museum may also require its agency to develop a small interactive 'stand' for a 2 – 4 day event (i.e. design / build / any specific interactive component designed specifically for this purpose). Collateral would already exist under Package 07.

The result of the package shall be a review of the existing guidelines' or fully developed guidelines, for a consistent Louvre Abu Dhabi brand.

This Louvre Abu Dhabi Brand will support the development of a creative campaign (package A-03 Media plan and advertising) to promote the museum in the lead up to opening.

It will also support the review of the creative approach for the museum's Website to ensure synergy across all Marcomms output.

All these elements have to be determined and presented during the tender phase in 3 languages, namely Arabic, English and French. Additional language developments will be needed for packages A-03, A-08 and A-09, through execution of package A-10 (inclusive of non-Latin typography).

Note: Publications such as books, catalogues, etc., are not part of the current call for tender however review of these will be required to ensure all brand development creates one cohesive identity.

Finally, TCA will request the development of a sound/audio identity for the museum, inclusive of voices' tones recommendations, in relation with the overall branding. This sound design shall include:

- Recommendation on / creation of music and soundtrack for the Louvre Abu Dhabi promotional media (advertising, either online, media – tv, radio, cinema...);
- Recommendation on / creation of music and soundtrack for the Louvre Abu Dhabi promotional or institutional presentations (opening week, press conferences, internal or external events...);
- Recommendation / creation for the Louvre Abu Dhabi on-site audio messages: jingles, day-to-day audio communications with visitors (opening sequence, closing sequence, announces, background music, on-hold phone calls, etc.),

Existing Elements

A logo and graphic charter has been developed for the Louvre Abu Dhabi (available upon request). It has been used for all the communication and promotional material so far, and also for the building signage (inside the galleries), both directional and cultural.

This graphic charter have been adapted and developed internally. Further developments can occur, inclusive of logo adaptation, according to the branding strategy proposed by the MarComms Agency, and shall be provisioned accordingly.

Context and Reference Elements

To execute this package, the MarComms Agency will rely (but not only) on:

- The Louvre Abu Dhabi positioning text and DNA Mapping;
- The existing Louvre Abu Dhabi logo and graphic charter (as well as the appendix created based on application of the charter since its inception in 2011).

A-03 Media Plan, Advertising and Media Partners

Advertising

The MarComms Agency will execute the following tasks:

- Publicity campaigns creation for the Pre-opening phase, ideally 4-6 months prior to the opening. At present the strategy is that most of the advertising will launch and be executed in the final part of the pre-opening phase over a 3 month period:
 - Tourism (to be focused on tourism trade in key markets (EU with a focus on France and UK, GCC, India and China), through partners such as TCA Abu Dhabi's overseas offices who can execute campaigns in key markets, Etihad Airways, key Abu Dhabi hotels (managed through TCA Abu Dhabi's network), with a proposal for also capturing Dubai tourism
 - UAE (working with key partners such as Abu Dhabi Airports Company, Department of Transport and those also listed above etc.)
- Publicity campaigns creation for the Opening phase, assuming that editorial and digital will mostly take the lead for the opening week(s) with a small advertising campaign to support in the UAE, key tourism markets as well as key cultural channels (online / publications);
- Publicity campaigns for the duration of the package, assuming that pre-opening / opening week will focus on the museum in general, with specific campaigns to be launched post-opening, to bring new UAE Residents or attract them for a return visit. These campaigns will focus on (but not only):
 - Temporary exhibitions promotion - likely to be announced prior to opening in pre-opening phase so this campaign will need to tie in well with pre-opening promotion
 - Children's Museum promotion – although part of the museum offering may need specific campaign targeted at UAE families / children
 - Cultural programming promotion: auditorium, events, interpretation and learning programs, workshops, tours, etc., - likely to be launched around opening time for promotion post-opening phase
 - Loyalty programs,
 - B2B campaigns, if any:
 - Sponsorship, tourism professionals – expected to commence in Q4 2016
 - events, venue hire, etc. – expected to be post-opening (FYI – the venue will only be available for hire by sponsors in the first 12 months)

These advertising elements will:

- Embody and spread the positioning and branding of the museum to all its audience segments and sub-segments,
- Be consistent with the overall branding design and developed graphic charter,
- Consider all formats, off-line and online: poster and billboards, banners, press and magazine, websites, social media, events and temporary signage, media.
- The TVC for the museum will be developed by the agency in four iterations (the initial for the first wave of advertising) and the final three mainly for online promotion
- Be developed in all the communication languages (Arabic, English and French, but also Hindi, Mandarin and German) and territories of the museum (local, regional, international).

In the eventuality of a phased opening of the museum and its various components, the MarCom Agency will consider the overall planning and phasing for the opening so as to adapt the advertising campaign accordingly.

Media Plan

TCA expect the Agency to be a committed partner to define the best communication plan to make the museum opening (pre-opening, opening and post opening) a true success. Thus, the MarComms Agency will develop a media-planning strategy to define and select what kind and what media platforms should be activated for advertising, and market the Louvre Abu Dhabi and its components to all segments and sub-segments. This strategy will consider the following media and territory:

	Local	Regional (GCC)	France	International
Newspaper and Magazines	X	X	X	X
Television	X	X		
Radio	X			
Cinema	X			
Digital media	X	X	X	X
Social Media	X	X	X	X
Billboards	X		X	
Public transportation	X			X
Direct Mail	X	X		

Search Engine Marketing	X	X	X	X
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When relevant, the MarCom Agency will propose a thematic breakdown of media: general media, politics and relevant specialized media (cultural, education, tourism, architecture, etc.).

Note that media space buying (print and outdoor but NOT digital) and contracting for media partners will be executed directly by TCA, and is out of the current scope.

Official Media Partners for Louvre Abu Dhabi / Opening

A first recommendation about media partnership, both local and international, was drafted by TCA-MarCom, with the support of TCA-LAD Team and Musée du Louvre:

- Currently TDIC has an agreement with National Geographic to focus on the construction only for its show 'Mega Projects'. TDIC also has relations with Abu Dhabi's Media Company 'The National', where it provides regular and exclusive content.
- TCA is currently negotiating with / planning to approach :
 - One international TV partner (currently being approached)
 - One UAE based media partner (currently being approached)
 - One French newspaper, one French cultural magazine and one French TV partner (currently being approached)
 - Pending budget – One travel partner to be launched in Q1 2017

To develop and foster the press and media relations and support the media-planning strategy, the MarCom Agency can support in the negotiation phase where appropriate, identify additional potential media-partners and introduce them to TCA, for further discussions, negotiation and contract. To ensure the effectiveness and efficiency of media partnerships, relationships that have long-term viability are encouraged. The MarCom Agency can also continue to project manage any existing media partnerships or negotiations for those still being finalized.

Assessment

The MarCom Agency will offer tools and monitoring services to assess and analyse the efficiency and ROI of the proposed Media Plan.

A-04 Communications

Press and Media Kit(s) Preparation

The MarComms Agency will brand, develop and create the press and media kit of the museum (branding, graphic design, structure, etc.).

- For the opening phase, the MarComms Agency will create the structure and content of the press and media kits in close collaboration with the stakeholders.
- This kit will have to be flexible and a framework will have to be created, to allow in-house adaptation by the museum for its future programs and activities, during and beyond the initial duration of the package.

Press Relations' Coordination and Support

In addition to the kit inception, the MarCom Agency will be involved in the management of the relations between the press and the media. Thus, for the execution of this package, Arabic speaking and writing team members based in Abu Dhabi are a pre-requisite.

Since all stakeholders, partners and protocol offices already have their own teams and capacities to develop and manage the press and media relations, two options have been considered and shall be priced by the MarComms Agency.

Note: the Coordination and media relations tasks described below will concern all the project's Stakeholders, and notably AJN offices and TDIC, as well as information-collaboration with Musée du Louvre.

Option 1 Coordination and media relations

As a complementary mission of Package A-01, the MarComms Agency is asked to carry out the overall coordination of partners and stakeholders for press and media relations. The MarComms Agency will propose tools and procedures to allow collaboration through stakeholders, and notably:

- Media relations including:



- Single entry/exit point for media - Single entry/exit point for stakeholders; communication and dispatch of press and media request, according to the project's operators' cartography (see Package A01 – Coordination);
- Press office development (content development including announcements and advertorials, feature placement, responding to requests, interview coordination, media profiling, media list coordination and consolidation (the agency is obliged to provide all contact details of relationships to the museum and enter this into the museum's CRM system)
- Press trip management (including VISA coordination, invitation, full elaboration / validation / coordination of itinerary, booking logistics and all arrangements, hosting and follow up once the journalist has left)
- Messaging for speakers and media training
- Support with a stakeholder engagement strategy and its execution in the lead up to the opening of the museum
- Communications for issues and crisis management – including risk analysis and test of communications response (media relations not museum crisis plan)
- Internal communications support
- Corporate communications including executive profiling and Stakeholder engagement (including speaking opportunity identification and coordination, speech development, content development such as presentations) (identification, etc.)
- Press review elaboration and spreading to project's operators through Package A01 – coordination;

Option 2 – Pro-active media relations

In addition to Option 1 below, the MarComms Agency will carry out a **pro-active** mission of the **development** of press and media relations, inclusive of:

- Relevant media and journalists identification, relationship building and biography development; rating (casual/ important/ very important/ guests, etc.); submission of this additional list to stakeholders for validation through Package A-01;
- Consolidation of the stakeholders' press-contact lists; removal of duplicates from press contact database (to be integrated into the Louvre Abu Dhabi CRM tool);

Assessment

The MarComms Agency will offer tools and monitoring services to assess and analyse the efficiency and ROI of press and media relations. We advise one single reporting system (dashboard) to summarize all project sentiment (press and digital). (Part of reporting under coordination)



Anamnesia for AFM – Branding and Opening SOW- Package A - MarCom – Project – 20160607
Page 21 of 36



A-05 Sponsorship

A sponsorship strategy for the Louvre Abu Dhabi has been drafted. Validation by all the stakeholders involved is pending to date.

This strategy details the typology of sponsors considered suitable for the project, the typology of sponsor packages and potential compensation for sponsors.

Meanwhile, different companies, both local and international, have approached the Louvre Abu Dhabi to offer/look for sponsorship opportunities and co-branded operations.

The MarComms Agency will therefore take up the role of sponsorship activation for the museum, notably for the opening period and roll-out, and, as an option, after the opening.

Note that Sponsorship management will requisite a close collaboration with the Louvre Museum, through Package A01, Coordination, in order to avoid any confusion for potential or existing sponsors (Louvre Museum / Louvre Abu Dhabi).

Opening Sponsorship

The MarCom Agency shall incorporate the existing agreements and partnerships into its overall proposal.

Whenever appropriate, it shall also suggest and introduce new sponsorship opportunities for the opening events and operations in order notably to lower the operational cost of the overall opening rollout, inclusive of its communication and related expenses (travel, accommodation, food, etc.).

All these opportunities shall match the Louvre Abu Dhabi sponsorship strategy.



Option – Sponsorship management and development

The MarCom Agency shall also consider as an option the global sponsorship management and development for the entire duration of sponsorship package, after the opening of the museum:

- **Strategy review and development**
 - Review of existing and planned future shows, content and education initiatives,
 - Analysis of contracts and licensing programs for restrictions, requirements and process,
 - Budget analysis to determine areas to be considered for value in kind,
 - Objective setting, pricing strategy and packaging of the rights and assets,
 - Benchmarking against local, regional and global sponsorship properties,
 - Development of potential sponsorship structures (i.e. hierarchy vs. equal partners),
 - Scenario planning with category and top line target selection of potential sponsoring companies,
- **Sales planning and contracting**
 - Creation of sales 'narrative' to support the long-term vision of Louvre Abu Dhabi,
 - Development of sales materials for potential sponsors, consistent with overall branding strategy, and capable of positioning the sponsorship at the right level,
 - 'Testing' of the new packages using a select number of companies to understand market feedback on price/value,
 - Development of sales target list according to company category and type,
 - Sales meetings prioritized by existing interest and approaches to Louvre Abu Dhabi,
 - At commencement, daily meetings with prospective sponsors (or every few days minimum),
 - Bi-weekly delivery of updated prospect pipeline,
 - Lead on all prospect negotiations in conjunction with TCA team,
 - Completion of contracts in conjunction with the TCA legal counsel,
- **Sponsor management**
 - Fulfillment of sponsor contractual rights and approvals management,
 - Creation of sponsor activation toolkit,
 - Supervision of assets and delivery on-site in conjunction with the Louvre Abu Dhabi team.

A-06 Social Media

A global digital strategy for the Louvre Abu Dhabi exists but needs elaboration.

As for social medias, this digital strategy defines channels/ pace/ contents/ targets and languages (Arabic and English so far). It considers and upgrades the actual social media in-house animation for the Louvre Abu Dhabi, based mainly on collection acquisition and building updates, Louvre Abu Dhabi Talking Series, and other pre-opening events promotion and dissemination (previously #DiscoverLAD was trialed).

In parallel, TCA has developed its own social media plan as well as a policy / guidelines for social media management.

The agency will be responsible for ensuring an integrated digital strategy that also helps drive traffic to the museum's web site.

In terms of social media and community management, TCA expects the MarCom Agency:

- To challenge and develop further the social media strategy for the Louvre Abu Dhabi, notably for the activation period of the museum with an identification of local and regional relevant influencers;
- To include in this strategy all relevant recommendations for risk management, reputation control, etc.
- Thus, to provide guidelines (Brand voice) for social media animation, to be shared with all staff and operators, in consistency with Package A01 – Coordination;
- This guidelines (Brand voice) will continue updating editorial and graphic policy documents “dos and don'ts” (notably for the use of collections and building images online), answers strategy and typologies, rules for repost and share, etc.;
- To manage and develop social media and digital activation (specifically for the activation week): special hash tags, content produced to go viral, onsite resonance of social media (media walls to be implemented), etc.
- To provide multilingual trained staff for social media animation/moderation (community management) during the activation phase and, as an option, for the entire duration of the package.
- Agency must execute a study of benchmarking museums around the world & their performance (dissimination of social media, posts, reposts, tweets RTs, follower count and so on).
- Agency should have clout on known social media channels. For example : agency should be able to get us 'verified' on Twitter immediately, or have Snapchat approve LAD filters before launch (we would also require the agency to design these snapchat filters:).
- Full use of various social media marketing capabilities, VR, FB 360 photos, FB Live...etc
- Community management:

- Daily posts across all channels, 12x7 moderation with 1hr SLA, pre-determined amount of photos/year and social media videos/year (ensuring that in addition to four iterations of the TVC, a monthly video is produced) by the agency using existing footage or sourcing additional footage, ongoing monitoring (including weekend monitoring)
- Daily/monthly/biannual reports, biannual benchmark report against other museums
- Digital influencer campaigns (outreach to digital influencers including famil trips for key influencers commencing in Q4 2016)
- Social Media Advertising executed on a daily basis (always on campaign) across all channels for the posts to reach the relevant audience and generate interest for the museum (awareness + tickets sales)
- Video Promotion - TVCs or videos for the museum. These videos to be distributed through YouTube (top video platform globally) on the target countries.



A-07 Visitors' Publications

Context and SOW

Besides all specific information and communication documents needed for the museum opening, the MarCom Agency will also prepare the usual information and communication documents in close collaboration with the Louvre Abu Dhabi team. Note that the scientific publications and books to be published by the museum are out of scope ; their graphic charter is appended to the present SOW for information purpose.

There are 3 official languages and 6 communication languages for the museum documents - Arabic, English, French, Hindi, Mandarin and German. The multimedia guide and museum website will thus be available in these 6 languages. The museum is considering developing some of the communication documents, and notably the museum map/guide, in 4 additional languages - Urdu, Russian, Spanish, Japanese or Korean.

Thus, besides the creation of the museum map/guide in 10 languages, the conception of all the visitors' publications shall anticipate the possibility of 4 extra languages.

A visitor map that combines the technical architecture maps with something more functional for visitors will be created by the agency.

For the following list of documents, within the framework of the validated brand guidelines (Package A02), the MarCom Agency will develop the concept, graphic design and layout of each document.

For the opening and the first season of the Louvre Abu Dhabi, the MarCom Agency will also undertake for each document:

- Content gathering, editing (rewriting) and assembling;
- Content translation in the targeted languages; integration of translated content;
- Copyright clearance management, if any;
- Design including development of infographics / a museum map / other visuals required
- Delivery of "ready for press" files after formal validation from TCA;
- Manage production process, including printing quality monitoring;
- High quality and low quality PDF export.

As an option, the MarComms Agency shall also identify one or several local partners (within the UAE) for:

- Printing/assembling/packaging;

- Delivery to the museum, TCA and other identified government offices;
- Sorting and mailing to a list of recipients, local (UAE), regional (GCC) and international in collaboration with TCA's existing processes for distribution to this network.



List of publications

Title	Target Audience	Distribution Channels	Lifetime	Distribution Type	Format	Electronic format	Description	Languages	Number of pages (cover included)	Quantity
A. Presentation										
1. Official LAD Brochure - Basic	All audiences	Hotels, Cultural institutions, Schools, Partners...	Permanent	Bulk delivery	A5 booklet, normal paper	PDF	Museum overview explain to visitors the concept & content.	3 official LAD languages.	32 pages	50 000
2. Official LAD Brochure - Aid	Stakeholders, Corporate, Cultural institutions, Partners	Partners, VIP, Cultural Institutions	Permanent	Possibly overseas mailing, otherwise just to be handed.	A5 booklet high paper quality		Museum overview explain to visitors the concept &	3 official LAD languages, one language per document)	32 pages	10 000
10. Activity Guide for Children	Families, On site visitors	on site	One per year	Bulk Delivery.	A5 booklet	PDF	Booklet with questions and games around the artworks.	3 official LAD languages + braille (1 language per document)	24 pages	10 000
D. Professionals										
11. Sales manual for Tourism Professionals	Tourism professionals, Partners	Hotels, travel agencies, tour operator, TCA offices abroad, partners	Permanent	Bulk Delivery.	A4 horizontal booklet	PDF	What to do and see, dedicated to tourism professionals.	3 official LAD languages. 1 language per document	24 pages	20 000

12. Group Booking Forms	Tourism professionals, Schools	Email	Permanent	Email	A4 two-sided	PDF	Groups visit form.	English	2 pages	Design only
13. Groups badges for right of speech	Tourism professionals, Schools	On site	Permanent	Groups desk	Badge format		Badge to give to approved self-guide (right of speech).	English	2 pages	5 000
E. Membership kit										
14. Membership Card	UAE Community	On site	Permanent	Membership desk delivery.	Business card		Type of card. Barcode. First name and last name. My LAD number...	English only.	YOU + 1 : 2000 ex YOU + 5: 2000 ex FRIENDS OF LAD: 500 ex	
15. Membership card	UAE Community	On site	Permanent	Membership desk delivery.	To define.		Elegant kit for the membership card, leaflet...	3 official LAD languages.		5000

A-08 Q&A toolkit

Toolkit elaboration

For the opening of the museum and the accurate training of its staff, the Louvre Abu Dhabi is currently implementing a training strategy with the support of AFM and its stakeholders, as well as various education and training partners.

This training strategy has been developed and already implemented through classes and internships for very specific fields: art history and curatorial studies, museum business and administration, security, reception, etc.

MOOCS, video, interactive or off-line material will also be provided to the Louvre Abu Dhabi staff to foster their understanding of the project and efficiency on a daily-work basis. Regular in-house training and lifelong learning shall also be offered to the museum staff after its opening.

AFM and TCA anticipate the needs of a very specific Q&A toolkit to be developed with the support and collaboration of the MarCom Agency, notably for:

- Audience-facing staff: visitor services, security, docents, guides;
- On-line and social media staff;
- Press and public relations staff;
- External staff to be involved during or after the opening events, inclusive of the MarCom Agency or its subcontractor staff.

This specific Q&A toolkit shall develop the main ideas and concept of the museum positioning and branding in a very simple manner and language (multilingual approach - 6 languages). The agency is invited to specify the envisaged platform/technology

This document will help the staff to answer, clarify, or even correctly re-route any question, misunderstanding, complaint or criticism raised by any visitor, either on-site, off-site or online, during and after the opening sequence, to the relevant staff or official spokesperson.

The Q&A toolkit will be prepared by the MarCom Agency in collaboration with TCA and AFM and after:

- The discovery phase of the project;
- A careful study of the existing material, including the full press review since the inception of the project;
- A risk-assessment workshop, to be handled by the MarCom Agency, together with TCA, AFM and partners.



Option – training

As an option, the MarCom agency will also consider the organization of a/various training session(s) based on the Q&A toolkit, for the identified profiles, considering a maximum of 60 people to be trained.

This training can be organized face to face (groups sessions) or through mandatory MOOC.



A-09 Translations

Context

There are 3 official languages for the museum: Arabic, English, French. These three languages are notably used for signage, both directional and cultural (labels, wall-texts, etc.), and the major part of official or commercial documents. All three languages are integrated into the actual museum's communication guidelines.

Three additional languages will be used for communication with the visitors: Hindi, Mandarin and German.

The museum will require translation/localization services for texts and media (audio, video)

Thus, 6 communications languages are considered for the multimedia guide and the museum website: Arabic, English, French, Hindi, Mandarin and German.

The museum is also considering developing some of the communication documents, and notably the museum map/guide, in 4 additional languages - Urdu, Russian, Spanish, Japanese or Korean.

Scope of work

The MarCom Agency shall provide TCA-LAD Team with professional and state of the art translation and localization services, for any content to be produced through this scope of work in any of the language stated above.

Consequently, the following contents translations are covered by the present scope of work (non limitative list): baseline and branding elements, publicity campaign, visitor's publications, press communication, website main architecture and initial set of content.

Consequently, the following contents translations are not covered by the present scope of work: multimedia guide contents, interpretation content for the museum, live translations during opening events and after, publications, museum's agenda.



The provision of translation and localization services shall take into account:

- The range of contents: cultural, promotional, educational, commercial, etc.
- The range of targets (general audience, specific audiences, inclusive of press, educators...).

Thus, the Agency will propose and secure a portfolio of native-speaking translators, in order to deliver translations and/or localizations from any of the following languages: Arabic, English and French, to any of the following languages: Arabic, English, French, Hindi, Mandarin, German, Urdu, Russian, Spanish, Japanese or Korean.

Translation monitoring and validation falls under the scope of work of Package A01 – Coordination.

Pricing will consider a cost per word as well as a cost per batches (100 / 1,000 / 10,000 / 20,000 words).





Anamnetia for AFM - Branding and Opening SOW- Package A - MarCom - Project - 20160607
Page 35 of 36



Annexures

General

General overview of the LAD (brochure)

Branding

Positioning text and DNA Mapping (EN-FR-AR)

Graphic charter + Appendix with adjustments

Sponsorship

Sponsorship strategy presentation

Collections

Scientific and Cultural Programme

Marketing

Audience Segmentation

Opening Programme Plan

Publications

Graphic design for the first museum publications



Form No. PC-TO-04
 Rev. No. 9
 Effective Date 08-Jun-2016
 Page No. 1 of 6

Scope of Work, Technical Evaluation Criteria and Pricing Schedule



APPENDIX A - SCOPE OF WORK

1. Requirement		
1.1 Project Name:	Louvre Abu Dhabi Marketing Communications Agency	
1.2 Date Required:	Tuesday 26 of July 2016	
2. Summary of Requirement		
Abu Dhabi Tourism & Culture Authority, on behalf of the Louvre Abu Dhabi, is looking for a Marketing and Communication (MarCom) agency to brand, market and promote the museum as a whole to its different audience segments, including the development and stabilization of the existing graphic identity of the museum.. The scope of work includes specific packages and missions: Coordination / Branding / Media plan Advertising / Press and Media Relations / Sponsorship / Social Media / Visitors' publications / Q&A toolkit / Translations. This tender is issued in the prospect of the Museum opening, scheduled in Late February / beginning of March, 2017. The MarCom Agency selected may collaborate with the Louvre Abu Dhabi and its partners, for an overall period of 9 months + 1 year + 1 year. The duration of each package will be re-assessed after the museum opening.		
3. Description of Requirement		
SN	Item	Description
3.1	Purpose of procurement	To support in tendering the 10 packages making up this large project.
3.2	Expected benefits to TCA	To provide additional resource in order to promote the opening of the Louvre Abu Dhabi to UAE audiences and audiences in key tourist markets overseas through a world-wide Marcomms campaign for pre / opening and post-opening phases of the museum.
3.3	Expected duration of project	9 months + 1 year + 1 year
3.4	Scope of services	See detailed scope of work appendix however 'packages' encompass: 1. A01 Coordination 2. A02 Branding 3. A03 Media plan and advertising 4. A04 Communications 5. A05 Sponsorship 6. A06 Social Media 7. A07 Visitors' publications 8. A08 Q&A toolkit 9. A09 Translations
4. Key Deliverables		
SN	Description	Schedule - Milestones
4.1	See attached scope of work with detail outlining each of the above scope areas	
5. Supplier's responsibilities		

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Form No: PC-TO-04
 Rev. No: 9
 Effective Date: 08-Jun-2016
 Page No: 2 of 6

Scope of Work, Technical Evaluation Criteria and Pricing Schedule



See attached scope of work with detail outlining each of the above scope areas
6. Location of Work
Some packages can be delivered remotely however the appointed agency must have a UAE office and the capacity to second a full time project manager (see 'Coordination' package) into TCA Abu Dhabi's offices to work on Louvre Abu Dhabi solely
7. Performance Measurement
KPIs will be set for each package area
8. Language of the Work
English is the working language however Arabic and French are mandatory, and additional languages (translations) may be required
9. TCA Representatives and Support
The appointed agency will report to a Marcomms member of the Louvre Abu Dhabi. Louvre Abu Dhabi is currently managed and overseen by TCA Abu Dhabi.
The attached Scope of Work details the many stakeholders of Louvre Abu Dhabi and the processes delivering each package. It also details existing frameworks and how the agency fits with those.
10. Security Requirements
The appointed agency will keep all information related to the project confidential. It will safeguard the reputation of Louvre Abu Dhabi and TCA Abu Dhabi. All work product belongs to Louvre Abu Dhabi and TCA Abu Dhabi.
11. Intellectual Property / Copyrights of the completed work
All IP and copyrights belongs to TCA Abu Dhabi and in turn Louvre Abu Dhabi
12. Special requirements
All detailed in scope appendix
13. Reporting & Communication requirements
Daily (when relevant), weekly, quarterly and (when necessary) campaign related reporting is required across all platforms
14. Added value offerings
15. Attachments
1. Scope of Work – Package A – Marcomms 2. List of Elements to be provided by bidders 3. Fee templates to be populated by the agency 4. General LAD brochure 5. Positioning 6. Graphic charter and recent appendix 7. Sponsorship strategy 8. Scientific and Cultural Programme for Museum 9. Audience Segmentation 10. Pre-opening programme 11. Graphic design guide

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PR Services Contract Form

SCHEDULE 2
Form of Performance Bond

Date: [xxx]

To: [xxx]

Abu Dhabi Tourism and Culture Authority (TCA Abu Dhabi)
Abu Dhabi, United Arab Emirates.

Dear Sir,

PERFORMANCE BOND NO: [xxx]
FOR UAE DIRHAMS: [xxx]

We, the undersigned [Name of Bank] whose registered office is at [xxx] have taken notice of Contract No. [xxx] between Abu Dhabi Tourism and Culture Authority, Abu Dhabi, United Arab Emirates, hereinafter referred to as "TCA Abu Dhabi" and TBWA, whose Registered Office is [xxx], hereinafter referred as "[xxx]" for the [project name], in the total Contract Price of AED [number]/- (UAE Dirhams [amount in words]).

In consideration of the above, we, [Name of Bank] as guarantor, hereby irrevocably and unconditionally guarantee and undertake on behalf of TBWA to pay TCA Abu Dhabi, any sum or sums up to a maximum of AED [number]/- (UAE Dirhams [amount in words]) which represents 10% (Ten percent) of the total Contract Price.

Upon receipt of TCA Abu Dhabi's written request addressed to us stating that TBWA failed to fulfill all or any of its obligations under the abovementioned contract at TCA Abu Dhabi's first demand and such payment shall be made without any restriction or conditions and without recourse and notwithstanding any objection from TBWA

This Guarantee shall be valid as automatically renewed until [xxx] or TCA Abu Dhabi advises that TBWA has fulfilled all its contractual obligations, whichever is later.

Yours faithfully,
for and on behalf of
[Name of Bank]

Signed:
(Authorized signature)

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PR Services Contract Form

SCHEDULE 3**Detailed Scope of Work, Payment milestone and Cost Breakdown****1) MONTHLY INVOICES****Rate card**

Position	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Director	617	4,936	24,681	87,616
Account Manager	353	2,821	14,103	50,066
On-site project manager	441	3,526	17,629	62,583
Junior	212	1,692	8,462	30,040
Community manager	282	2,257	11,283	40,053
Art director	388	3,103	15,514	55,073
Graphic designer	317	2,539	12,693	45,060
Motion designer	317	2,539	12,693	45,060
Media-planner	459	3,670	18,350	65,142
Copywriter	388	3,103	15,514	55,073
Art Director	388	3,103	15,514	55,073
Translation	300	2,000	10,000	44,000
Developer	300	2,398	11,988	42,556
Head of Design	441	3,526	17,629	62,583
Creative Director	617	4,936	24,681	87,616
Digital Designer	317	2,539	12,693	45,060
Studio	264	2,115	10,577	37,550
Writer	282	2,257	11,283	40,053
PR Director	950	7,600	38,000	134,900
PR Manager				

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PR Services Contract Form

	625	5,000	25,000	88,750
PR Executive	525	4,200	21,000	74,550

2) THIRD PARTY COSTS INVOICES & AGENCY FEE**2.1) PR, Professional expenses and any other associated costs**

Invoice submission 100% after satisfactory completion of the services against original invoices.

2.2) Ads booking

Invoice submission 100% after the advertising is placed against original invoices.

2.3 Digital Media Buy

Agency fee 8% from the ad/media value, invoice submission 100% after the advertising is placed against original invoices.

2.4 Offline Media Buy

Agency fee 3% of the add/media value, invoice submission 100% after the advertising is placed against original invoices.

Payment of the approved portion of the invoiced amount in relation to this agreement shall be effected no later than thirty (30) days from the date TCA Abu Dhabi receives the invoice. Any dispute on the invoiced amount, however, shall not lead to any delay in the payment of such portion of the invoiced amount which is approved by TCA Abu Dhabi. Delay will occur in relation to amounts not approved

[END]

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			30M AED divided by the below packages	
			FEES	PRODUCTION / EXT SPEND
A01	Coordination			
A02	Branding			
A03	Media plan, Advertising and Media Partners	*exclusive of print and outdoor advertising but inclusive of digital		
A04	PR& Communications		2,252,925.00	1,125,554.00
A05	Sponsorship			
A06	Social Media	*inclusive of paid spend		
A07	Visitors' publications			
A08	Q&A toolkit		197,200.00	130,080.00
A09	Translations			
Total				
Grand Total				

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[illegible]

Louvre Abu Dhabi - MarCom - Package A08 - Q&A Toolkit					
Deliverable	Note	Bidder's comment, if any	Lump sum - AED	Expected third party costs	Director
Development of multilingual toolkit, as per scope of work	Inclusive of project management, quality control, corrections, etc Lump sum + breakdown of work/days per profile		79,000		4
on-site training session - English and arabic	6 training sessions, 10 pax approx. 60 pax total Lump sum + breakdown of work/days per profile		98,800		10
on-site training session - English and arabic	10 pax approx Lump sum + breakdown of work/days per profile		19,400		2
Moc creation for off-site online training session - English and arabic	Unlimited number of participants, including Moc Hosting / securing for one year and trainees assesment system Lump sum + breakdown of work/days per profile				
Recommended Web Application (platform for Q&A)		Roles: Planning and User Experience, Design, Back and front end development, Project Management - From AED 90,000 subject to specification and volume of FAQs + AED 40,000 per year hosting. Assumes content management via Umbraco CMS (English) will be done in house at Louvre	130000.00		

Total without web application	197,200
Total for package A08 (including development of Web Application)	327,200

INDEX OF CONTRACTS AND AMENDMENTS

NAME	DESCRIPTION
2016-11-13	Louvre Abu Dhabi TBWA Subcontract
2017	Louvre Abu Dhabi TBWA Subcontract Amendment
2018-02-25	Culture Summit 2018 / 2019 Rothkopf Subcontract
2018-02-28	Louvre Abu Dhabi TBWA Subcontract Amendment
2018-06-06	Qasr Al Hosn Contract
2018-10-08	Qasr Al Hosn Blanket Purchase Agreement
2018-10-17	Louvre Abu Dhabi Contract
2018-12-04	Updated Louvre Abu Dhabi Contract
2019-02-25	Amendment 1 to Louvre Abu Dhabi Contract
2019-06-29	Amendment 2 to Louvre Abu Dhabi Contract
2019-09-12	PR Agency Blanket Purchase Agreement
2019-09-26	Qasr Al Hosn Purchase Order
2019-09-30	Abu Dhabi Art Purchase Order
2019-11-18	Culture Summit 2020 & Updated Qasr Al Hosn Contract

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February 23, 2018

Michael Clyne, Senior Director
The Rothkopf Group (TRG)
602 Cameron Street
Alexandria, Virginia 22314
United States of America

Dear Michael Clyne,

RE: CultureSummit Abu Dhabi 2018 PR and Communications Services – Letter of Engagement

Thank you for giving Brunswick Arts the opportunity to provide communications support ("Services") in connection with Global and Regional PR services for CultureSummit Abu Dhabi 2018 and 2019 ("Event"). I am now writing to clarify how we would work with you in this regard.

Services

We will support you with media communications and PR strategies for the Event. The Services include the following:

- International public relations; and
- Regional MENA (Middle East and North Africa) English and Arabic language public relations.

The Services are more fully described in Schedule A of this Engagement Letter. Where Services are not specifically included in this Engagement Letter then these are deemed to be excluded

Commercial Terms

The Services shall be performed in accordance with the terms set out in this Engagement Letter (including all the Schedules to it) and the Terms and Conditions as amended in this Engagement Letter dated with effect from February 24, 2018 agreed between The Rothkopf Group (TRG) and Brunswick Gulf Limited which are incorporated here by reference save to the extent varied by Schedule A. All commercial terms relevant to the performance of the Services are set out in Schedule A.

Fees and Payment

Our total fee for the Services provided for 2018 Event is \$70,000 (AED 256,200). This will be broken down into a monthly fee that reflects the activity for that month and billed monthly. VAT shall not be applicable to these Services and so will not be applied.

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Upon assessment and satisfactory performance of the Services with respect to the 2018 Event, you agree to appoint us to provide the Services for the Event in 2019.

Please note that any new request for any changes or additional work to be provided to you, which has not already been agreed in writing in this Engagement Letter, would have to be discussed and agreed between you and us. In the event you request us to reduce the scope of monthly work set out above, or we otherwise do not complete the services set out in respect of a particular month, the fees for such month shall be reduced proportionately to only invoice you for services actually performed and completed during such period.

Personnel

We have assembled the following dedicated team to perform the Services as your core team:

Tristan Hills-Bos, Director, UAE
Muhanad Ali, Strategic Consultant, UAE
Danielle DeMartini, Account Director, UAE
Liza Eliano, Account Director, US

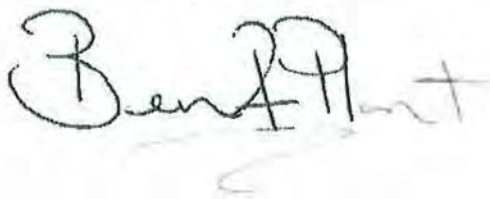
Muhanad Ali and Danielle DeMartini as your Account Drivers and we will pool resources as necessary from the wider Brunswick team.

Conclusion

We would be grateful if you could confirm your acceptance of this proposal by signing and returning the enclosed duplicate of this Engagement Letter to us as soon as reasonably practicable.

Thank you for inviting us to work with. We look forward to working with you.

Yours sincerely,



Ben Rawlingson-Plant
Managing Partner



Senior Partner
Brunswick Gulf



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We hereby agree to the terms of this letter

For and on behalf of The Rothkopf Group

Name:

Michael Clyne

Title:

Senior Director

Signature:



Date:

Feb 25 2018

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Schedule A

[Engagement Number]	Letter	1
Client	The Rothkopf Group (TRG)	
Brunswick	Brunswick Gulf Ltd	
Type of Services	Project	
Commencement Date	February 24, 2018	
Term	February 24, 2018 – May 23, 2018 (three months)	
Description of Services	Media Communications and Public Relations Services	
Indicative scope of work	• International, regional and local communications and PR advisory • Develop strategic communications strategy • Pro-active media engagement • Develop the CultureSummit narrative, messaging and proof points • Press outreach and support, both corporate and publicity – background briefings, biographies, interviews and placed content • Liaison with partners regarding joint press releases and awareness • International and Pan-Arab press distribution, and engagement from the UAE and regular updates regarding links and clippings • Develop action reports • End of project achievement report • Regular phone and email contact with you and your team as needed • Onsite support during CultureSummit Abu Dhabi 2018	
Brunswick Manager	Relationship	Name: Tristan Hills-Bos Title: Director Email: thills-bos@brunswickgroup.com Telephone: +971 (0) 569963428
Fees (currency of payment)	AED	
Fees (total and structure)	AED 256,200 in total (AED 85,400 per month) VAT does not apply to the performance of these Services and will not be additionally applied to the Fees.	

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		Brunswick will complete any paperwork necessary to mitigate against the risk of any withholding being applied to any of the Fees.
Invoicing (timing)		With respect to the first 2 invoices: monthly in advance (with the first invoice to be issued upon signature of this Engagement Letter). The final monthly invoice shall be issued in arrears. All invoices are due and payable 30 days from the date of invoice.
Expense reimbursement policy		In accordance with Terms and Conditions Our fees are inclusive of standard expenses including the cost of telephone calls, faxes, minor postage and monochrome photocopying. Other expenses are to be reimbursed with the addition of the administrative mark-up as set forth below. We will seek approval in advance should any item exceed US\$275.
Expenses administrative mark-up		17.65% This administrative mark-up is only applied to the Expenses to be reimbursed and not to the Fees as a whole.
Brunswick Bank Account Details for receipt of payment		Account Name: Bank Name: <i>Bank details sent</i> Account Number: <i>by email</i> ABA Number: Bank Address:
Client Finance Contact Details		Name: Sanjay Suri Title: CFO, The Rothkopf Group Email: ssuri@therothkopfgroup.com Telephone: +1 (301) 767 1018 Address for correspondence: The Rothkopf Group (TRG) 4710 Rosedale Avenue, Suite 300. Bethesda MD 20814. United States of America

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Brunswick Details for receipt of legal notices (if different from Relationship Manager)	Name: Daniel Grundy Title: Legal Director Email: dgrundy@brunswickgroup.com Telephone: 0207 936 1274 Address for correspondence: Brunswick Group LLP, 16 Lincoln's Inn Fields, London. WC2A 3ED
Client Representative	Name: Michael Clyne Title: Senior Director Email: mclyne@therothkopfgroup.com Telephone: +1 (917) 204 9216 Address for correspondence: The Rothkopf Group (TRG) 602 Cameron Street Alexandria, Virginia 22314 United States of America Copies of notices should also be sent to: Name: David Rothkopf Title: CEO, The Rothkopf Group Email: drothkopf@therothkopfgroup.com Telephone: +1 (202) 257 8698 Address for correspondence: The Rothkopf Group (TRG) 602 Cameron Street Alexandria, Virginia 22314 United States of America Name: Sanjay Suri Title: CFO, The Rothkopf Group Email: ssuri@therothkopfgroup.com Telephone: +1 (301) 767 1018 Address for correspondence: The Rothkopf Group (TRG) 4710 Rosedale Avenue, Suite 300. Bethesda MD 20814. United States of America
Termination without cause notice period	1 month

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Variations to the Terms and Conditions	Clause 1.8 (Hosting) shall not be applied. Clause 2.7 (Publication) shall be amended and restated as follows: "The Client is solely liable for the release and contents of any material (including, without limitation a Client website where this forms part of the Deliverables), any public document or any other communication into the public domain (including without limitation, any Deliverables)." Clause 2.8 (Correction) shall not be applied. Clause 3.4 (Taxes) – please see Fees section above. Clause 3.5 (Withholding) – please see Fees section above. Clause 6.5 (Financial Limitation) shall be amended and restated as follows: "Subject to Clause 6.4 above, each Party's liability to the other Party in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise arising in connection with the performance of any Engagement Letter entered into by the Parties shall in no circumstances exceed the Fees paid by the Client in respect of such Engagement Letter during a twelve (12) month period." Clause 6.6 (General Indemnity) shall be amended and restated as follows: "Client Indemnity - The Client shall indemnify the Indemnified Parties from and against any and all third party liabilities, losses, expenses or costs or actions, investigations or other proceedings (including legal costs and any amounts paid by the Indemnified Parties in settlement or compromise of any such actions, claims or proceedings) ("Losses") which they may incur, suffer or sustain in connection with: (i) any breach of applicable law by the Client; and (ii) any claims relating to Third Party IP infringement either (i) where such materials have been sourced by the Client and the Service Provider have incorporated such Third Party IP into the Deliverables at the Client's request or (ii) the Client has used Third Party IP outside the terms of use
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	which the Service Provider have communicated to the Client or (iii) the Client has used Media Content in breach of Clause 2.4 above or otherwise outside the terms of use which the Service Provider has communicated to the Client or (iv) the Client has, or has attempted to, decompile, reverse engineer, creative derivative works or otherwise disassemble or modify any web design tools comprising any Third Party IP. For the purposes of this Clause, "Indemnified Parties" means the Service Provider, its officers, agents and representatives and any other Affiliate, its officers, agents and representatives." Clause 6.7 shall be amended and restated as follows: "Service Provider Indemnity - The Service Provider will indemnify the Indemnified Parties from and against all Losses which they may incur, suffer or sustain in connection with: (i) any breach of applicable law by the Service Provider; and (ii) any claims relating to Third Party IP infringement excluding those in Clause 6.6 (ii) above. For the purposes of this Clause, "Indemnified Parties" means the Client, its officers, agents and representatives and any other Affiliate, its officers, agents and representatives and Losses" Clause 7.4 (Notices) shall be amended and restated as follows: "All notices must be sent by electronic mail to the email address of the relevant Party as set out in the Engagement Letter. Any such electronic mail sent, shall be sent with a read receipt. A Party shall in any case subsequently send a hard copy of such notice to the receiving Party."
Governing law	The laws of the Emirate of Abu Dhabi and the Federal laws of the UAE as interpreted in the Emirate of Abu Dhabi.
Jurisdiction	The Courts of the Emirate of Abu Dhabi, UAE.

AMENDMENT TO SUBCONTRACT AGREEMENT

This is with reference to the PR & Communications Subcontract Agreement made by and between TBWA\RAAD Middle East LLC. a UAE corporation ("**TBWA**"). Having principal place of business at Emaar square. Downtown Burj Khalifa, Building 1 Level 6, Dubai UAE and Brunswick Gulf Ltd, a UK corporation, having a principal place of business at Gate Village Building 10, Dubai international Financial Center (DIFC), PO Box 506 691, Dubai, United Arab Emirates ("**Brunswick**").

In reference to the marketing and communication Services Contract entered by and between TBWA\RAAD Middle East LLC and Abu Dhabi Tourism and Culture Authority (TCA Abu Dhabi) effective 18th October 2016, TCA ABU DHABI.

TCA expressed their intention of extending the contract for a period of 5 months and 13 days under the principal agreement deemed effective from the 17th of July until the 31st of December 2017.

Except for the following, all the terms and conditions of the principal Agreement dated the 17th of October, 2016 shall prevail.

- 1- The total fee has been revised from AED 2,123,734.85 (Two Million, One Hundred Twenty Three Thousand, Seven Hundred Thirty Four and Eighty Five Fils only) to AED 3,365,241.26 (Three Million, Three Hundred Sixty Five Thousand, Two Hundred Forty One and 26 Fils only) with an additional fee of AED 1,112,315.26 under package A04.
- 2- The billing schedule for the period from Oct 2016 to Dec 2017 is revised as follows:

Period	Amount
18th Oct - 17th Nov 2016	272,236.11
19th Nov - 17th Dec 2016	272,236.11
20th Dec - 17th Jan 2017	272,236.11
21st Jan - 17th Feb 2017	239,369.44
22nd Feb- 17th Mar 2017	239,369.44
22nd Mar- 17th April 2017	239,369.44
22nd April- 17th May 2017	239,369.44
22nd May17th -June 2017	239,369.44
22nd June17th -July 2017	140,000.00
22nd July17th -Aug 2017	140,000.00
22nd Aug17th -Sep 2017	250,325.00
22nd Sep17th -Oct 2017	250,325.00
22nd Oct17th -Nov 2017	250,325.00
22nd Nov17th -Dec 2017	251,481.94
22nd Dec 17th -31 Dec 2017	69,227.79
Total	3,365,240.26

- 3- Amended Scope Of Work Document (A04) is attached

**Signed on behalf of TBWA\RAAD Middle EAST LLC
Ltd**

Signed on behalf Brunswick Gulf

Mr. REDA RAMZI RAAD

Chief Executive Officer

Lower Abu Dhabi - MacCam - Package A04 - Communications											
Deliverable	Note	Bidder's comment, if any	Lump sum - AED	Lump sum - AED	Extension Fee (until 31 December)	Expected third party cost	Director	Account Manager	Junior	Graphic Designer	Translation
Creation of generic press media kits for the museum	including media creation	Design and content development; not manufacturing	per month 50,278	per 3 months 150,834	N/A		7,600	5,000	4,200	4,950	1,509
Press office development as per scope of work	including media creation, assessment and contribution	includes development of communication strategy and plan, as well as press office management + day-to-day engagement with press, local and international media management; end content development (press releases, photo captions, features, opinion pieces, forecasts + speeches)	per month 37,233	per 3 months 111,699		Specify anticipated budget for on-going work N/A	7,600	5,000	4,200	4,950	1,509
Press trip management		Recommended 1x press trip; culture vs tourism event in Dec, pre-opening architecture press trip; and opening press trip (hosting up to 150 media throughout duration of 6 month programme)									
Message for regular creation	Initial creation + monthly review	For local and international media	per month 6,778	per 3 months 20,334	20,501		7,600	5,000	4,200	4,950	1,509
Media training (optional)	Maximum 10,000 per speaker	Media training per session	per speaker 10,000	per 3 speakers 30,000	N/A		7,600	5,000	4,200	4,950	1,509
Communication for issues and crisis management	Ordered-time only		26,556	219,000.00	119,502.00		7,600	5,000	4,200	4,950	1,509
Press monitoring and press review analysis in addition to reporting		For local and international media coverage	per month 15,558	per 3 months 46,674	69,302		7,600	5,000	4,200	4,950	1,509
Internal communication support		Based on an advisory role	8,478	78,300	N/A		7,600	5,000	4,200	4,950	1,509
Pre-active mission: media and journalist identification / development, consultation of contact list and integration to CRM		Based on pre-opening initial media kits + updates for local and international media; and includes Pro-active Press campaign for Lower Abu Dhabi opening (includes announcement, feature placement + pre-active media engagement locally, regional and internationally)	per month 33,556	per 3 months 100,668	155,010		7,600	5,000	4,200	4,950	1,509
Opening week preparation	Opening week press kit content, speech preparation, press conference preparation and invitation as well as managing RSVPs, preparation of any bi-roll footage and photography required	For local and international media + stakeholders		102,400	N/A		7,600	5,000	4,200	4,950	1,509
Opening week - 6 staff required for first 3 days of opening week (first day will be for broadcast press, second for print and third for VIPs) and 3 - 4 staff required until late for the following four days of opening activation.	including press trip management, press announcement, management of media partners, live online press office with content and photography continuously updated, live-stream coverage and analysis reports and managing reactive requests as well as issues and crisis	For both local and international outreach		153,800	N/A		7,600	5,000	4,200	4,950	1,509
THIRD PARTY EXPENSE - Opening week - Press Trip	Inviting, purchasing flights and accommodation, any visas required, housing, transport around Abu Dhabi and management of 100+ press										
THIRD PARTY EXPENSE - Photography	Majority on the construction site but also required for photographing collection before travelling in Europe + Please indicate for UAE and for EU	The cost includes photography for the building and the exhibitions inside the museum. Final costs to be determined by final selection of photographers. 70,000 (50,000 for international photographers + 20,000 for local photographer)				70,000					
Stakeholder engagement	including key meetings, presentations or speaking opportunities	Have charged to cost per month and cost per 3 months, since the scope isn't defined. This fee will cover a local and international stakeholder strategy, mapping and an outreach programme that includes a pre-opening event in Beirut, London and Paris as well as ongoing networking equipment and outreach, including 3rd party costs for event set up.	per month 23,113	per 3 months 69,339	114,899		7,600	5,000	4,200	4,950	1,509
Press campaign for specific programme (such as temporary exhibition or auditorium campaign)	6 month campaign with main activity around launch	Costs for one specific local and international media campaign; i.e. a temporary exhibition	14,889	134,000	167,001		7,600	5,000	4,200	4,950	1,509
Extension of coordination fees											
Total	(includes of one media training session for 5x spokespeople + inclusive of 6-month campaign for children's museum/ temporary exhibition + stakeholder engagement, and 3rd party costs for hosting up to 100 international media and commensurate photography for both the building and the exhibitions)	Consultancy Fees = 2,252,825 (previous 3-month contract); 3rd party costs = 1,125,554		2,381,875.00	1,112,315.78	112,514					
Grand Total		Previous 3-month contract + extension fee = AED 3,545,340 (+ 3rd party costs = AED 754)		Total	3,385,262.78						



دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



STANDARD PURCHASE ORDER

Page 1 of 6

Purchase Order No.	: 4512026541	Section	: DCT - Cultural Marketing & Dar Al Kuteb Dept
Requisition No.	: 4511032855	PO. Date	: 29-SEP-19
Requester Name	: Afra Ali Mohamed Alnteiri	Buyer Name	: Shameer Cheerth
Agreement No.	:	Buyer Email	: shameer.cheerth@tcaabudhabi.ae
		Supplier No	: 16751

M/S . BRUNSWICK GULF
LIMITED
Address DUBAI , U.A.E.
P.O. BOX

Please supply and deliver the under mentioned items/as per your quotation

Deliver To : TCA Head Office
No Later than :

Description : 11th edition of Abu Dhabi Art as per the proposal dated September 9,2019					
No	Item Description	Qty	Unit Price	Unit	Amount
1	(1)11th edition of Abu Dhabi Art as per the proposal dated September 9,2019				250,000.00
Two Hundred Fifty Thousand Dirhams And Zero Fils***** (AED)					250,000.00

P.O Clause

Payment Terms :

30 days from the receiving original invoice

- Invoices against this PO should be submitted electronically at <https://aderp.abudhabi.ae>
- For User Name and Password enquires please contact helpdesk@dof.abudhabi.ae

Supplier must mention Purchase Order/Agreement number in Invoice document

Delivery Details:

Late Delivery

In the event of delivery beyond the agreed delivery Period

Vendor shall pay DCT by way of penalty an amount calculated

- One percent (1%) for the last week or part thereof
- Two percent (2%) every additional week or part of a week subject to maximum of ten percent (10%) of the cost of delayed Quantity/Item

Check the following Terms and Conditions.

For Supplier Use		For DCT	
Receiving Date	Signature	Signature	
30 SEPTEMBER 2019	Date 30.09.19		
Printed By : Shameer Cheerth	Approved By : Waleed Saeed Salem Al Saeedi		
Printed Date : 30-SEP-2019	Approved Date : 30-SEP-2019		

ص ب ٩٤٠٠٠ ابوظبي , الإمارات العربية المتحدة
هاتف +٩٧١٢٤٤٤٠٤٤٤ فاكس +٩٧١٢٤٤٤٠٤٠٠
PO Box 94000 Abu Dhabi, United Arab Emirates
t. +971 2 444 0444 f. +971 2 444 0400
W. tcaabudhabi.ae

All amounts set out in the PO are exclusive of VAT or other local applicable equivalent taxes, which will be paid at the rate and in the manner prescribed by applicable law, subject to receipt of a valid VAT (or equivalent) invoice.

Purchase Order No.	: 4512026541	Section	: DCT - Cultural Marketing & Dar Al Kuteb Dept
Requisition No.	: 4511032855	PO. Date	: 29-SEP-19
Requester Name	: Afra Ali Mohamed Almtairi	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

The Department of Culture & Tourism (DCT), P.O. Box 94000, Abu Dhabi, United Arab Emirates

GENERAL TERMS & CONDITIONS

Issuance of any DCT Purchase Order/ Notice to proceed shall be subject to the provisions of these Terms & Conditions.

GC-1 DEFINITIONS AND EXPLANATIONS

For the purpose of these Conditions the words and expressions below shall have the following meaning:

*DCT Shall mean Department of Tourism and Culture of Abu Dhabi

i) Procurements:

Means procuring such materials/items/services, including any training/seminar/workshop to be provided by the Contractor/Vendor/Service Provider pursuant to DCT Purchase Order, such technical specifications/details/methodology and within such timeline as may be specified by DCT or otherwise expressly communicated between DCT and the Contractor/Vendor/Service Provider/Service Provider at the Price specified in the Purchase Order including any Amendment/Variation thereto and subject to the terms and conditions herein.

ii) Notice to Proceed:

Means a Letter of Award or other written instruction/confirmation /from DCT notifying Contractor/Vendor/Service Provider to commence performance of its obligations under the Purchase Order.

iii) Approval

Means the written approval, including the subsequent written confirmations for any previous verbal approvals.

iv) Acceptance

Means official acceptance by DCT in writing of receipt of respective materials/items/services/training, including any Provisional Acceptance and/or Final Acceptance as may be applicable.

v) Variation(s)

Means such variation(s) to a Purchase Order which may include, but not to be limited to, any additional/new requirement to the scope of supply/services or specification or change to those existing, or any change to the implementation schedule/work programme or methodology.

GC-2 PERSONNEL

Contractor/Vendor/Service Provider shall at all times be responsible and liable for the welfare and all acts or omissions of its personnel and shall only employ such personnel/subcontractors who are sufficiently trained and experienced in the methodology and techniques, including knowledge of the specific materials to be used for applicable project(s) and, to effectively and efficiently perform the works/services and shall provide to the satisfaction of DCT if so required evidence to that effect. In case DCT deems any of Contractor/Vendor/Service Provider's personnel not appropriate for the project, Contractor/Vendor/Service Provider will immediately replace such personnel at Contractor/Vendor/Service Provider's expense and without affecting or delaying the implementation of the subject matter of DCT's respective Purchase Order(s) and of any Variation(s) thereto. All Personnel, representative/agents of the Contractor/Vendor/Service Provider shall be deemed to be fully under the employment of the Contractor/Vendor/Service Provider and therefor shall not cause to exist any employer-employee relationship between DCT and the Personnel. The Contractor/Vendor/Service Provider shall not cause DCT to be liable for any claim/compensation, in whatsoever form and/or howsoever arising in that respect. Contractor/Vendor/Service Provider shall ensure all employees, subcontractors receive their monthly remuneration in connection with the works

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Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

promptly and in accordance with their respective employment contracts and shall provide if so required written confirmation to DCT that this has been effected.

GC-3 INDEMNITY INSURANCE AND WARRANTY

3.1 The Contractor/Vendor/Service Provider shall with respect to the performance of the scope of procurement/services be responsible for complying with all applicable statutes, decrees, rules and regulations with regard to the subject matter herein and shall be liable of any breach or non-compliance of obligations in whatsoever nature and, indemnify, defend and hold DCT harmless from and against any liabilities, costs, claims, loss or damage for death, illness or injury or damage to the property to any third party to the extent that it is directly responsible for same subject always to the provisions of clause 3.2 below

3.2 Notwithstanding any other provision in any terms and conditions forming part of this agreement to the contrary, (i) Contractor/Vendor/Service Provider's total aggregate liability for any and all loss or damage arising under or in connection with this agreement and any services delivered under any applicable Purchase Order whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 100% of the Contractor/Vendor/Service Provider's charges for the applicable service and (ii) neither party shall be liable in contract, tort (including negligence), strict liability, indemnity or otherwise for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused.

3.3 If necessary, during the work implementation and for such other period as may be required until fulfilment of Contractor/Vendor/Service Provider's obligations, Contractor/Vendor/Service Provider shall obtain and maintain applicable insurance covers and be fully responsible for payment of relevant premiums and deductible thereof. If required by DCT the Contractor/Vendor/Service Provider shall give DCT an Insurance Confirmation Letter confirming that the required Insurance Policies have been effected in accordance with this Contract and all applicable laws.

3.4 At least annually and if required, the Contractor/Vendor/Service Provider shall provide DCT with further Insurance Confirmation Letters reconfirming that the Insurance Policies have been effected in accordance with this Contract and all applicable laws and also notifying DCT of any changes to the terms of the Insurance Policies

3.5 Contractor/Vendor/Service Provider shall ensure that the Insurer has agreed to waive all rights of subrogation against DCT, its Affiliates, officers, directors, employees, agents and contractors

3.6 Warranty and (DLP) Defects Liability Period The Contractor/Vendor/Service Provider warrants that services carried out under this Agreement shall be free from defect in material, workmanship, performance and design and Contractor/Vendor/Service Provider will repair the work, which failed under normal use and service within twelve (12) months following the provisional acceptance of work by DCT

GC-4 HEALTH AND SAFETY

Contractor/Vendor/Service Provider shall carry out the Services in accordance with all applicable HSE quality assurance and control policies, guidelines, standards, procedures and requirements of DCT and all relevant Authorities (whether contained in applicable laws, Protocols, plans, manuals or otherwise) and any other requirement which DCT may notify to the Contractor/Vendor/Service Provider from time to time

GC-5 CONFIDENTIALITY

All technical, commercial and/or miscellaneous information, all related documentation in whatever form (hereinafter referred to as "Information") which DCT may furnish to the Contractor/Vendor/Service Provider or has furnished in anticipation of issuance of its Purchase Order shall fully be owned by DCT. Unless DCT agrees otherwise in writing, such information: (a) shall be treated in confidence by Contractor/Vendor/Service Provider; (b) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized and (c) shall, together with any copies thereof, be returned or destroyed when no longer needed. Contractor/Vendor/Service Provider may be required to sign an (NDA) or Non-Disclosure Agreement with DCT or any of its Subcontractors;

Purchase Order No.	: 4512026541	Section	: DCT - Cultural Marketing & Dar Al Kuteb Dept
Requisition No.	: 4511032855	PO. Date	: 29-SEP-19
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Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

GC - 6 PERFORMANCE BOND/RETENTION

Contractor/Vendor/Service Provider shall, within ten days of issuance of DCT Purchase Order, submit to DCT an unconditional Performance Bank Guarantee in the format specified in Appendix - C, in the amount equivalent to 10% of the total value of the Purchaser Order as a guarantee for the Contractor's/Vendor's/Service Provider's commitments to DCT. Alternatively, DCT may at its sole discretion, retain an amount equivalent to 10% of the total value of the Purchase Order either from the first payment or prorated from respective payments as applicable. Such retained amount shall be released upon completion of all respective obligations of the Contractor/Vendor/Service Provider.

GC-7 INTELLECTUAL PROPERTY RIGHTS

The Contractor/Vendor/Service Provider obtains no IP Rights to the DCT Supplied Information and, unless otherwise agreed, the DCT Supplied Information may only be used by the Contractor/Vendor/Service Provider for the purpose of performing the Services.

All deliverables/materials as provided by Contractor/Vendor/Service Provider as part of the scope or work/services/deliverables under this Appendix-A shall be owned by DCT with unlimited worldwide usage & copy rights and DCT shall be entitled, either directly or indirectly to make use of such deliverables/materials for any purposes as it may deem fit and proper at its sole discretion without any reservation and/or claim, whatsoever, from the Contractor/Vendor/Service Provider.

GC-8 DCT SUPPLIED INFORMATION

Except as expressly provided by this Contract, the Contractor/Vendor/Service Provider shall not be entitled to any claim/variation arising from or in connection with the inaccuracy, incompleteness or inadequacy of the DCT Supplied Information or the non-provision of any other information or documentation supplied by DCT and shall have satisfied itself fully and checked that the information/documentation supplied by DCT is correct and if any errors or omissions are found to notify DCT immediately.

GC-9 PAYMENT AND INVOICING

Invoices submitted by the Contractor/Vendor/Service Provider shall be settled by DCT normally within 30 days from the date of receipt of invoice, unless DCT disputes the correctness thereof. Payment shall be effected by way of bank transfer to the designated account of the Contractor/Vendor/Service Provider as mentioned in the invoice. If proposed by DCT only, any advance payment requirement would be met by DCT only against furnishing of unconditional advance payment bank guarantee in the equivalent amount otherwise no advance payment shall be proposed by the vendor. The financial breakdown shall be presented progressively in arrears on a separate document,

GC-10 TAXES

Contractor/Vendor/Service Provider shall be responsible for all taxes, including but not limited to all excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, franchise, employment and personal property taxes.

However, all sums payable by DCT are exclusive of VAT, and DCT shall pay the Contractor/Vendor/Service Provider the amount equal to any applicable VAT due on those sums after the receipt by it from the Contractor/Vendor/Service Provider of a Tax Invoice. VAT and Tax Invoice have the meanings respectively given to them in Federal Decree - Law No. (8) of 2017 on Value Added Tax.

GC-11 VARIATION(S) AND EXTENSION(S) OF TIME

At any time, either party may give the other party a Notice announcing a Variation/Extension of Time.

11.1 If the Variation Notice is given by DCT, the notice shall include details of the proposed Variation. Upon receipt of

Purchase Order No.	: 4512026541	Section	: DCT - Cultural Marketing & Dar Al Kuteb Dept
Requisition No.	: 4511032855	PO. Date	: 29-SEP-19
Requester Name	: Afra Ali Mohamed Almtairi	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

the Notice the Contractor/Vendor/Service Provider shall give DCT a notice (together with full supporting details) setting out;

- (a) Any objection Contractor/Vendor/Service Provider has to the variation
- (b) Detailed breakdown of any cost associated with the proposed variation
- (c) Any Impact to the implementation schedule

If the Variation Notice is given to DCT by Contractor/Vendor/Service Provider then the notice must be given within 7 days of the Contractor/Vendor/Service Provider becoming aware of the event causing the variation and include all of the supporting requirements within GC-11 (a) (b) and (c)

11.2 The Contractor/Vendor/Service Provider is not entitled to any payment (pursuant to this Agreement or otherwise atlaw) in relation to any variation of the Services unless that variation has been agreed or determined in accordance with this clause GC-11

11.3 Contractor/Vendor/Service Provider shall proceed with the implementation of such Variation(s) immediately without refusal for whatsoever reasons and shall not jeopardise the works.

11.4 Within 28 days after receipt of a Variation Notice from the Contractor/Vendor/Service Provider, DCT shall provide a notice setting out any objection DCT has to the proposed Variation.

GC-12 DELAY PENALTY

If the Contractor/Vendor/Service Provider fails to complete the Work in accordance with the implementation schedule or specified payment/delivery milestones or on/before the date of Completion due to any reason which is attributable to the Contractor/Vendor/Service Provider, then the Contractor/Vendor/Service Provider shall pay to DCT as and by way of Penalty resulting from the delay in accordance with the penalties provided against each milestone if available or, 0.1% of the total Contract value for each day and pro-rata for parts thereof, for delay beyond the specified milestone/completion date or dates, subject to a maximum of 10% (ten per cent) of the total Agreement Price.

GC- 13 SUSPENSION OF WORKS

13.1 Notwithstanding anything to the contrary, DCT may for its own convenience suspend and/or terminate the Agreement either in whole or in part at any time by giving written notice to Contractor/Vendor/Service Provider, whom shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. Contractor/Vendor/Service Provider shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by DCT until and upto such date of suspension/termination.

GC-14 TERMINATION OF WORKS

14.1 If during the course of this Agreement, Contractor/Vendor/Service Provider shall be in breach of its obligations and DCT shall so inform Contractor/Vendor/Service Provider by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by DCT) after such notice, then DCT may immediately terminate the services of Contractor/Vendor/Service Provider by Notice in writing. Following such termination DCT shall pay to the Contractor/Vendor/Service Provider (a) such sums as are properly due and payable to the Contractor/Vendor/Service Provider for its performance of its obligations under this Agreement up to and including the effective date; and (b) any reasonable direct costs of demobilization (excluding machinery, equipment or personnel or repatriating personnel) arising from the termination of this Agreement.

DCT may also claim from the Contractor/Vendor/Service Provider all direct cost, losses or damages incurred by DCT as a result of such failure. If the Performance Guarantee/Retention was not sufficient to cover these losses and damages, Contractor/Vendor/Service Provider shall promptly pay DCT, upon its request, such difference in value. Any failure from the Contractor/Vendor/Service Provide in this respect will constitute a legal debt to DCT with all relevant rights thereto reserved by DCT.

14.2 Without prejudice to DCT's other remedies, the 10% retention amount pursuant to Clause GC-6 hereof shall be

Purchase Order No.	: 4512026541	Section	: DCT - Cultural Marketing & Dar Al Kuteb Dept
Requisition No.	: 4511032855	PO. Date	: 29-SEP-19
Requester Name	: Afra Ali Mohamed Almtairi	Buyer Name	: Shameer Cheeroth
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		Supplier No	: 16751

unconditionally confiscated in full without recourse if Contractor/Vendor/Service Provider services are terminated by DCT.

GC-15 WITHDRAWAL OF THE WORK FROM CONTRACTOR/VENDOR/SERVICE PROVIDER

In the event that the Contractor/Vendor/Service Provider shall forthwith cease to provide its services under this Agreement then, DCT may at its option continue availing similar services from a third party. Contractor/Vendor/Service provider shall, if so required by DCT, within 7 (seven) days of the date of termination assign to DCT without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of Contractor/Vendor/Service suppliers obligations to DCT.

GC-16 FORCE MAJEURE

Neither party shall be in default, nor assume any liability for consequences arising out of the interruption of their respective obligations by force majeure, i.e., by strikes, Lockouts, or other labour disputes which delay work, epidemics, fires, floods, unusually severe weather or any other natural disturbances of Acts of God or of the public enemy, acts of Governments, and civil commotion, riot, insurrection or hostilities whether or not declared war, restrictions due to quarantines, blockades, embargoes; and all similar causes beyond the reasonable control of the parties and/or without the fault or negligence of the Parties. The parties shall make their best endeavour to circumvent such events that result in a delay. The party claiming force majeure shall immediately upon occurrence, notify the other party if practical stating the estimated consequences. A delay resulting from any of the stated events shall suspend performance, and extend the period of performance up to a period mutually agreed upon by both parties. Onus to prove the occurrence of such events lies on the party claiming its invocation. If the force majeure situation lasts more than a reasonable time, alternative course of action shall be resorted by the unaffected party.

GC-17 CONFIRMATION BY SUPPLIER

Contractor/Vendor/Service Provider confirms that has properly taken care of all requirements and concerns of DCT in respect of its Scope of Services under this Agreement and shall be fully obliged to provide all necessary Services thereof to the full satisfaction of DCT and warrants that the agreement price is full and final and sufficient to ensure the delivery of all elements required to deliver the scope of services or project

GC- 18 CHOICE OF LAW AND RESOLUTION OF DISPUTES

The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the emirate of Abu Dhabi and/or United Arab Emirates. DCT and Contractor/Vendor/Service Provider agree that, any dispute or claim which may arise regarding the application or interpretation these terms and conditions shall be resolved amicably between DCT and Contractor/Vendor/Service Provider. However, if no amicable settlement is found to be possible, then the same shall be adjudicated by the Courts of Law in the United Arab Emirates.

Signed on behalf of:

The Department of Culture & Tourism (DCT)

By: 

Signed for and on behalf of Contractor/Vendor/Service Provider

By: * ADHAM HARB





PR Services Contract Form

(146) .CONTRACT NO

**BETWEEN
(DEPARTMENT OF CULTURE AND TOURISM (DCT
AND**

Brunswick Gulf Ltd

FOR THE PROVISION OF

PR communication services for Qasr Al Hosn

PR Services Contract Form

SERVICE AGREEMENT

Ref: DCT AD/P/T/146

This Agreement (the "Agreement") is dated [Enter date] and entered into by and between:

1. **Department of Culture and Tourism** whose address is P.O. Box 94000, Abu Dhabi, United Arab Emirates (hereinafter referred to as **DCT Abu Dhabi**).

AND

2. **Brunswick Gulf Limited**, a limited liability company established in Abu Dhabi whose address is Office 506, Park Rotana Office Complex, Twofour54, Po Box 77800, Abu Dhabi, United Arab Emirates (hereinafter referred to as **Brunswick**).

Brunswick and **DCT Abu Dhabi** are hereinafter also referred to as individually a "party" and collectively as the "parties."

BACKGROUND

Whereas **DCT Abu Dhabi** is the institution in charge of conserving and promoting the heritage and culture of Abu Dhabi, and is desirous to develop communication support for the its **Qasr Al Hosn**;

Whereas **Brunswick** is a company specializing in the field of strategic communication, PR marketing and advertising; and

Whereas **DCT Abu Dhabi** has agreed to engage **Brunswick** to assist in carrying out the necessary communication support consisting of **PR communication services** required for **Qasr Al Hosn** as further defined herein (the "Services") and as detailed in the attached schedule, and subject to the attached project timeline (**Schedule 1**) and any other additional services required by **DCT Abu Dhabi**, and **Brunswick** has agreed to accept the engagement on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

Agreement: Means this agreement, including all Schedules attached to it;

Commencement Date: June 6, 2018

PG-10449 Rev 3/25/06/01/01/11

PR Services Contract Form

Completion Date: 5 April, 2019 and/or upon fulfillment of obligations

Confidential Information: means all information of either party in respect of the business and financing of, but not limited to, business methods, finances, prices, business, financial, project development or human resources plans, customer risks or details, computer system and software, or know-how, or obtained in connection with this Agreement, and information concerning the relationships with actual or potential clients or customers and the needs and requirements of such persons;

Force Majeure means any event beyond the reasonable control of either party which affects its ability to perform any of its obligations under this Agreement including but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others.

Intellectual property rights: means (a) copyright, patents, database right and rights in trademarks, designs, knowhow and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Services means all the services and deliverables to be provided by **Brunswick to DCT Abu Dhabi** under this Agreement including, without limitation, those identified in Clause 2 below and in more detail in Schedule 1; and

Total Amount: means the fee specified in Clause 9 in consideration of the Services, to be payable by **DCT Abu Dhabi to Brunswick**.

Purchase Order means the DCT Abu Dhabi's procurement commercial/financial approval containing the amount for the entire Agreement or portion of the service or any variation that may increase the Total Amount.

PD/FO/148 / Rev 3/25/04/2011

PR Services Contract Form

2. SERVICES:

- 2.1 With effect from the Commencement Date, **Brunswick** shall provide the Services, which are set out in more detail in Schedule 1.
- 2.2 **Brunswick** shall provide the Services to **DCT Abu Dhabi** by:
- a) performing all the Services on the agreed timelines of Schedule 1;
 - b) procuring and delivering all the Services; and
 - c) providing such other services consistent with the services, at such places as **DCT Abu Dhabi** may reasonable require of **Brunswick** from time to time.
- 2.3 **Brunswick** shall provide to **DCT Abu Dhabi** a performance bank guarantee in the amount of 10% of the Total Amount, in the form attached hereto as Schedule 2 from a bank licensed to operate in Abu Dhabi and approved by **DCT Abu Dhabi**.
- 2.4 In providing the Services hereunder, **Brunswick** must ensure to the best of its reasonable endeavors the highest professional standards and exercise all due care, skill and competence.
- 2.5 **Brunswick** undertakes that, at all times during the term of this Agreement:
- a) It shall be capable of providing the Services;
 - b) It shall provide each of the Services to at least a level which equates to the highest level of competence and professional standard achieved by persons who provide services of the same type as the Services;
 - c) It shall allocate sufficient experienced resources to enable the Services to be provided timely and on the standards and quality required by **DCT ABU DHABI** and
 - d) It shall provide **DCT Abu Dhabi** with instant timely progress reports (the "Reports") on the Services whenever requested by **DCT Abu Dhabi**. The Reports are subject to **DCT Abu Dhabi's** approval, whereby failing to acquire **DCT Abu Dhabi** approval can render this Agreement terminated at the option of **DCT Abu Dhabi**.
- 2.6 **Brunswick** acknowledges that **DCT Abu Dhabi** enters into this Agreement relying on the particular skill, competence, experience and ability of **Brunswick** to provide the Services.
- 2.7 **DCT Abu Dhabi** does not assume any duty to advise **Brunswick**, to supervise the control of **Brunswick's** performance of the Services, to ensure the proper performance of any obligations of **Brunswick** or to exercise any discretion for the benefit of **Brunswick**.

PR Services Contract Form

2.8 Brunswick shall provide the Services with the relevant training and explanatory material which shall not be limited nor conditioned, and until the portion of the Services is delivered to DCT Abu Dhabi's reasonable satisfaction.

3. VARIATION TO SERVICES

DCT Abu Dhabi may, by written direction/Purchase Order instruct the **Brunswick**:

- a) suspend the performance of a service that is no longer required and that service shall cease, permanently/temporary to be part of the Services from the date of the direction;
- b) to carry out an additional service which will become part of the Services but subject to not increasing the Total Amount of the Agreement;
- c) carry out a variation in a service or the performance of the Services within the limits of the Total Amount of this Agreement or
- d) Direct a change to the date for commencement of the Services of any part of the services.

4. SUB-CONTRACTING THE SERVICES

4.1 The Services may not be performed by a sub-contractor unless requested/approved by **DCT Abu Dhabi** in writing, based on a written request by **DCT ABU DHABI/Brunswick** including the reasons for such request.

4.2 At all times **Brunswick** shall:

- a) Manage and be responsible for the sub-contractors;
- b) Ensure that the Services are performed in accordance with the terms of the Agreement; and
- c) Continue to be liable to **DCT Abu Dhabi** under the Agreement as though no subcontract has been entered into.

4.3 Brunswick must contract directly with the sub-contractors and must not hold itself out as **DCT Abu Dhabi's** agent in its dealings with the sub-contractors. All sub-contractors must permit novation of a sub-contract to **DCT Abu Dhabi** at the discretion of **DCT Abu Dhabi**.

4.4 If sub-contractor defaults in the performance or observance of any covenant, condition or stipulation in the sub-contract, **Brunswick** must exercise any right available to it under the sub contract or at law to rectify the default and recover any consequent costs.

4.5 Brunswick is not relieved of any of its obligations under this Agreement as a result of appointing a sub-contractor to provide the Services and is responsible for the

PR Services Contract Form

performance of each sub-contractor. **Brunswick** must also ensure that all Subcontractors comply with the provision of the Agreement to the extent that provisions apply to the Services.

4.6 The following provisions apply in relation to payment of sub-contractors:

- (a) The maximum amount of charges to be paid to a Sub-contractor in respect of any of the Services is the amount approved by **DCT Abu Dhabi**;
- (b) Quotation and original invoices for Service shall be presented to **DCT Abu Dhabi** for written approval; and
- (c) **Brunswick** must not levy or impose any additional charges or commission on **DCT Abu Dhabi** for the Services other than the face value of the relevant invoice.

5. TIME FOR PERFORMANCE

5.1 Time is of the essence and any time for performance and response time (Service Level Agreement) of the Services shall be as specified in Schedule 1 hereto. However, **DCT Abu Dhabi** reserves the rights to reasonably modify/ amend in whole or in part the Project Timeline and the Service Level Agreement at its sole discretion.

5.2 If **Brunswick** fails to perform the Services or deliver all relevant deliverables in an excellent condition within any time limits specified by **DCT Abu Dhabi**, or if there are no such time limits as set forth in Schedule 1 (Project Timeline) within a reasonable time, then, provided that such failure to perform the Services is not due to any action or lack of required action on **DCT Abu Dhabi's** part, **DCT Abu Dhabi** shall have the right without prejudice to any other remedy it may have to:

- (a) Require a third party at its sole discretion to carry out the Services in which case **Brunswick** shall indemnify **DCT Abu Dhabi** against any direct or indirect losses, expenses, costs, claims, liabilities and damage incurred by **DCT Abu Dhabi** and **Brunswick** shall cooperate with this third party to the fullest extent reasonably possible; and /or
- (b) Terminate the Agreement with immediate effect together with any other contract or agreement with **Brunswick**; and/or
- (c) Encashment of the performance bank guarantee referred to in Clause 2.3 of this Agreement.

5.3 The parties are in agreement that if **Brunswick** fails to perform the Services and/or deliver any of the deliverables in accordance with the specifications in Schedule 1 and the timelines set out in Schedule 1, **Brunswick** shall be obligated to pay to **DCT Abu Dhabi** (and **DCT Abu Dhabi** shall be entitled to deduct) 10% of the total amount. The

PR Services Contract Form

contractual penalty shall be in addition to any other remedies available to **DCT Abu Dhabi**.

- 5.4 **DCT Abu Dhabi** shall only be responsible to any loss or damage to the deliverables specified in Schedule 1 in the event that such loss or damage is caused by its willful misconduct or gross negligence.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective from the Commencement Date and shall continue until the completion date unless otherwise agreed by the parties in writing.
- 6.2 Notwithstanding anything to the contrary, **DCT Abu Dhabi** may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving written notice to **Brunswick**, and **Brunswick** shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. **Brunswick** shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by **DCT Abu Dhabi** until such date of suspension/termination.
- 6.3 If during the course of this Agreement, **Brunswick** shall be in breach of its obligations and **DCT Abu Dhabi** shall so inform **Brunswick** by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by **DCT Abu Dhabi**) after such notice, then **DCT Abu Dhabi** may immediately terminate the services of [SUPPLIER] by Notice in writing.
- 6.4 In case **Brunswick** shall forthwith cease to work, then **DCT Abu Dhabi** may at its option continue work either by itself or by a third party. **Brunswick** shall if so required by **DCT Abu Dhabi** within 7 (seven) days of the date of determination assign to **DCT Abu Dhabi** without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of **Brunswick's** obligations to **DCT Abu Dhabi**. In case such a situation arises and the total cost incurred by **DCT Abu Dhabi** in so completing the project being greater than which would have been incurred had **Brunswick's** services not been terminated, then **Brunswick** shall pay such difference and/or excess to **DCT Abu Dhabi**.
- 6.5 **Brunswick** hereby acknowledges and agrees that all materials, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies thereof, and/or Proprietary Information, furnished to or prepared by **Brunswick** or its Agents in the course of or incident to its rendering of services to **DCT Abu Dhabi**, including, without limitation, records and any other materials pertaining to ideas belong to **DCT Abu Dhabi** shall be promptly returned to

PR Services Contract Form

DCT Abu Dhabi upon termination of this Agreement. Following termination, neither **Brunswick** nor any of its agents/representatives/employees shall retain any written or other tangible material containing information pertaining to **DCT Abu Dhabi**.

- 6.6** The representations and warranties contained herein and **Brunswick** obligations thereof shall survive termination and/or expiration of this Agreement.
- 6.7** If **Brunswick** takes or has taken or has instituted against it any or proceeding whether voluntary or involuntary which has an object or may result in the bankruptcy, winding up or reorganization of **Brunswick** (other than a voluntary, non-bankruptcy reorganization for the sole purpose of reorganization or consolidation), or is placed under official management or enters into any agreement with a third party in respect of **Brunswick's** obligations under this Agreement or enters into compromise or other arrangement with its creditors or any class of them or an administrator, trustee, receiver or manager is appointed to carry on its business or to take control or possession of any of its assets for the benefit of its creditors, then **DCT Abu Dhabi** may forthwith terminate this Agreement in whole or in part.
- 6.8** If this Agreement is terminated in whole or in part, **Brunswick** shall forthwith on demand by **DCT Abu Dhabi** deliver to **DCT Abu Dhabi** any materials/deliverable whatsoever as may be applicable under this Agreement.

7. BRUNSWICK'S UNDERTAKINGS

Brunswick represents warrants and undertakes to **DCT Abu Dhabi** that:

- (a) It shall provide independent Services to **DCT Abu Dhabi** and shall comply with all reasonable instructions given to it by **DCT Abu Dhabi** in connection with the performance of its responsibilities;
- (b) It shall provide such materials as are required to perform the Services;
- (c) It shall use best quality materials, techniques and standards in performing the Service;
- (d) It shall, in carrying out the service and providing any goods, materials, items or products, ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice are complied with;
- (e) When procuring services from third party providers, it shall exercise control and supervision upon such third party providers and remain liable toward **DCT Abu Dhabi** for their acts and omissions in the provision of such services;
- (f) It shall make available the pre-approved **Brunswick's** experienced personnel to perform all the duties of **Brunswick** under the Agreement. Any temporary/permanent replacements shall have the equivalent status/experience as required and approved by **DCT Abu Dhabi**, that approval not to be unreasonably withheld or delayed;

PR Services Contract Form

- (g) it shall make available the number of **Brunswick's** personnel with all the necessary skill and expertise to provide the Services on the terms set out in this Agreement;
- (h) It shall set up and provide, as per the attached project Timeline in schedule 1, all the services required in order to perform the Services;
- (i) The Services shall be provided in a timely and professional manner as per the terms of this Agreement and shall conform to the standards generally observed in the industry for similar services;
- (j) It shall maintain proper books and records of account in relation to the subject matter of this Agreement and make such books and records available for auditing by **DCT Abu Dhabi** and/or its designee; and
- (k) It shall acquaint itself with and comply with any working practices, rules or procedures applicable to other (whether independent contractors or employees) at any location where **Brunswick** is performing the Services.

8. BRUNSWICK'S PERSONNEL

Brunswick shall:

- 8.1** ensure its personnel perform the Services according to the terms and conditions of this Agreement with appropriate experience to provide the services as per quality and standards required by **DCT Abu Dhabi** having the local or regional experience/knowledge ;
- 8.2** notify **DCT Abu Dhabi** immediately where its personnel are unable to perform the Services and, if requested by **DCT Abu Dhabi**, provide replacement personnel with equivalent local/regional experience/knowledge acceptable to **DCT Abu Dhabi**;
- 8.3** promptly arrange for the removal of any personnel (including its personnel) whom **DCT Abu Dhabi** may decide in its reasonable discretion are unacceptable to **DCT Abu Dhabi**, and promptly replace that person or those persons with personnel acceptable to **DCT Abu Dhabi**; and
- 8.4** Ensure that all its personnel act to the best of their skill and ability and in accordance with accepted professional and quality standards for persons having those qualifications and experience.

9. PAYMENT

In consideration of the Services being provided in accordance with the terms of this Agreement, **DCT Abu Dhabi** shall pay to **Brunswick** the amount of **AED1,960,000.000 (UAE Dirhams One Million Nine Hundred Sixty Thousand Only)** ("Total Amount") based on the proposal submitted by **Brunswick** attached hereto as Schedule 3. The total amount

PR Services Contract Form

to be borne by **DCT Abu Dhabi** for the subject matter of this Agreement shall not exceed the Total Amount.

The Total Amount shall include (i) all the elements for the satisfactory delivery of the entire Services included and (ii) any third party costs and sub-contractors. Notwithstanding the preceding, DCT Abu Dhabi shall not cover any additional expenses/costs for the [SUPPLIER]'s performance of its obligations under this Agreement.

{SUPPLIER} shall not be entitled to claim any amount for any portion of the Services, which has been in whole or part rejected by DCT Abu Dhabi.

10. LIABILITY, INDEMNIFICATION & INSURANCE

10.1 Throughout the duration of this Agreement and thereafter, **Brunswick** shall keep **DCT Abu Dhabi** fully harmless and indemnified from any liability, claim or responsibility whatsoever, against any proceedings, infringement of any statute whatsoever, including intellectual property rights relating to any third party, personal or property damages howsoever and whatsoever directly arising from **Brunswick's** negligent performance of the Services.

10.2 If found necessary, **Brunswick** shall be obliged to procure at its own cost the necessary insurance coverage against any responsibility or liability whatsoever arising out of carrying out this Agreement.

10.3 **Brunswick** shall be liable for the direct consequence of all errors, negligence and omissions on its part or on the part of its employees, representatives and/or experts.

11. INTELLECTUAL PROPERTY

All Intellectual Property in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by **Brunswick** in the delivery of the Services as per final agreed deliverables shall vest on creation in **DCT Abu Dhabi**.

The Supplier agrees to do everything necessary or requested by **DCT Abu Dhabi** either during the term or after the termination of this Agreement, to enable **DCT Abu Dhabi** to own the intellectual property referred to in this clause, including formally assigning those rights to **DCT Abu Dhabi**.

DCT Abu Dhabi shall be entitled, directly or indirectly, to make use of such documents at its sole discretion without any reservation or claim from **Brunswick**.

The Supplier acquires no interest in any document or material provided by **DCT Abu Dhabi**. Such documents or materials must be destroyed on termination of this Agreement.

PR Services Contract Form

12. WHOLE AGREEMENT

This Agreement, the documents referred to in it and any agreements relating to this Agreement entered into on the date of the Agreement between the parties contain the whole agreement between the parties relating to transactions contemplated by the Agreement and supersede all previous agreements between the parties relating to those transactions. In the event of discrepancy between any of the terms stated in this Agreement and any of terms stated in the schedules the former terms shall prevail.

13. EVENT OF CONFLICT

In the event of conflict between any of the terms and provisions stated in this Agreement and the terms stated in any of the attached schedules, the former shall prevail.

14. DISPUTE RESOLUTION AND JURISDICTION

14.1 This Agreement shall be governed by the laws of the United Arab Emirates, as applied and interpreted in the courts of Abu Dhabi.

14.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Abu Dhabi in the event of any dispute arising between the parties.

IN WITNESS whereof this Agreement has been signed by the authorized representatives of the parties.

For and on behalf of
DCT



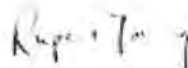
[Enter authorized signatory]

Name: Saeed Al Hosani

Title: ED - BSS

Date: 12/9/2018

For and on behalf of
Abu Dhabi Brunswick



[Enter authorized signatory]

Name: Rupert Young

Title: Partner

Date: 6 June 2018

PR Services Contract Form

SCHEDULE 1
Services, Timelines and SLA

Services:

Ser	Deliverables Item	Description	Period
1	Strategic Communications Support	- Mapping a strategic document to ensure QAH's position, reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the 10 month project that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure the right positioning for QAH locally, regionally and internationally as Abu Dhabi's must-see destination – alongside Louvre Abu Dhabi and Zayed Grand Mosque.	June 6, 2018 – April 5, 2019
2	Insights report and narrative development	- Regional Heritage Insights Report: Develop in-depth analysis of regional heritage/historic architecture/preservation conversations to inform the narrative development and positioning of QAH. The report will not only look at QAH and Abu Dhabi, but the rest of the UAE, Qatar, Bahrain, Saudi Arabia, Oman, and the region. This would form the foundation of how QAH complex is positioned and to whom, as well as providing benchmark data necessary for ongoing measurement. - Narrative Development: From insights and analysis, produce QAH's core narrative, key messages and Q&A.	June 6 – July 31, 2018
3	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect QAH's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. <u>Includes: crisis preparation plan and training.</u>	June 6, 2018 – April 5, 2019
4	Media Relations & Press Office	- Identifying and mapping key local, regional and international media - Running pro-active media outreach plan	June 6, 2018 – April 5, 2019

PD-TQ-143 / Rev 5/25-01-2017

PR Services Contract Form

		- o Track communications schedule based on strategic document created - o Developing and updating press kits, Q+A's, briefings, in Arabic and English. - o Developing and producing press releases and announcements to media (<i>Up to 4 x per month</i>) - o Advising and supporting with broadcast/ print media - o Managing press trip logistics (<i>identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 2x press trips and up to 30x journalists per press trip</i>).	
5	Stakeholder Profiling and Engagement	- o Creating a document that list key stakeholder profiling/ engagement opportunities for the year - o Preparing briefs for stakeholders and running pre-briefings - o Staffing these opportunities (members that are scoped and not additional members of the agency's team). - o Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - o Development of thought leadership pieces that can be distributed to key news outlets (<i>1x bi-monthly</i>) - o Developing and executing QAH roadshow strategy	June 6, 2018 – April 5, 2019
6	Project Management	- o Management of materials - o Weekly meeting to include agenda and action report - o Monthly report on deliverables against fees and third-party costs [to include weekly action reports]	June 6, 2018 – April 5, 2019
7	Media Training	- o Media training to prepare spokespeople for interviews with journalists. - o Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (<i>Fee based on one session per quarter</i>) - o Filming equipment to be provided by QAH for training session.	As required

PR Services Contract Form

SCHEDULE 3
Detailed Scope of Work and Cost Breakdown

Ser	Deliverables Item	Description	Fee
1	Strategic Communications Support	- Mapping a strategic document to ensure QAH's position, reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the 10 month project that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure the right positioning for QAH locally, regionally and internationally as Abu Dhabi's must-see destination – alongside Louvre Abu Dhabi and Zayed Grand Mosque.	AED 450,000
2	Insights report and narrative development	- Regional Heritage Insights Report: Develop in-depth analysis of regional heritage/historic architecture/preservation conversations to inform the narrative development and positioning of QAH. The report will not only look at QAH and Abu Dhabi, but the rest of the UAE, Qatar, Bahrain, Saudi Arabia, Oman, and the region. This would form the foundation of how QAH complex is positioned and to whom, as well as providing benchmark data necessary for ongoing measurement. - Narrative Development: From insights and analysis, produce QAH's core narrative, key messages and Q&A.	AED 240,000
3	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect QAH's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. <u>Includes: crisis preparation plan and training.</u>	AED 380,000
4	Media Relations & Press Office	- Identifying and mapping key local, regional and international media - Running pro-active media outreach plan - Track communications schedule based on strategic document created	AED 550,000

RC-113-1 (Rev 5/12/2019)

PR Services Contract Form

		- o Developing and updating press kits, Q+A's, briefings, in Arabic and English. - o Developing and producing press releases and announcements to media (<i>Up to 4 x per month</i>) - o Advising and supporting with broadcast/ print media - o Managing press trip logistics (<i>identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 2x press trips and up to 30x journalists per press trip</i>).	
5	Stakeholder Profiling and Engagement	- o Creating a document that list key stakeholder profiling/ engagement opportunities for the year - o Preparing briefs for stakeholders and running pre-briefings - o Staffing these opportunities (members that are scoped and not additional members of the agency's team). - o Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - o Development of thought leadership pieces that can be distributed to key news outlets (<i>1x bi-monthly</i>) - o Developing and executing QAH roadshow strategy	AED 240,000
6	Project Management	- o Management of materials - o Weekly meeting to include agenda and action report - o Monthly report on deliverables against fees and third-party costs [to include weekly action reports]	AED 100,000
7	Media Training	- o Media training to prepare spokespeople for interviews with journalists. - o Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (<i>Fee based on one session per quarter</i>) - o Filming equipment to be provided by QAH for training session.	TBC
TOTAL AMOUNT			AED 1,960,000.00

PC-TCF-146 Rev 2 2019-2021

PR Services Contract Form

CONTRACT NO. LAD/C/SQ/18-003

**BETWEEN
DEPARTMENT OF CULTURE AND TOURISM (DCT)
AND**

BRUNSWICK GULF LIMITED

FOR THE PROVISION OF

Media & Communication Services for Louvre Abu Dhabi



SERVICE AGREEMENT

Ref: LAD/C/SQ/18-003

This Agreement is dated [Enter date] 2018 and entered into by and between:

1. **Department of Culture and Tourism** whose address is P.O. Box 94000, Abu Dhabi, United Arab Emirates ("**DCT Abu Dhabi**").

AND

2. **Brunswick Gulf Limited**, a Media Zone Authority company established in Abu Dhabi whose address is P.O. Box 77800, Abu Dhabi, United Arab Emirates ("**CONTRACTOR**").

CONTRACTOR and **DCT Abu Dhabi** may also may each referred to as a "party" and together as the "parties."

BACKGROUND

- (1) **DCT Abu Dhabi** is an Abu Dhabi government department mandated with the task of conserving and promoting the heritage and culture of Abu Dhabi and the **CONTRACTOR** is a company specializing in the field of public relations and communications.
- (2) **DCT Abu Dhabi** intends to engage **CONTRACTOR** to perform the Services and **CONTRACTOR** intends to accept the engagement each on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

Agreement: means this agreement, including all its clauses and Schedules.

Commencement Date: means 6 May 2018.

Confidential Information: means all information of either party in respect of the business and financing of, but not limited to, business methods, finances, prices, business, financial, project development or human resources plans, customer risks or details, computer system and software, or know-how, or obtained in connection with this Agreement, and information concerning the relationships with actual or potential clients or customers and the needs and requirements of such persons.

Expiry Date: means, subject to the provisions of clause 6, 5 May 2020.



- Force Majeure:** means any event beyond the reasonable control of either party which affects its ability to perform any of its obligations under this Agreement including but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others.
- Intellectual Property:** means (a) copyright, patents, database right and rights in trademarks, designs, knowhow and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- Purchase Order:** means **DCT Abu Dhabi** Procurement department's official commercial/financial approval containing the amount for the entire Agreement or portion of the service or any variation that may increase the Total Amount.
- Renewal Term:** has the meaning given to it in clause 6.2.
- Services:** means all the services and deliverables to be provided by **CONTRACTOR** to **DCT Abu Dhabi** under this Agreement as detailed in Schedule 1.
- Term:** means the term of this Agreement commencing on the Commencement Date and ending on the Expiry Date unless earlier terminated or extended in accordance with clause 6.
- Total Amount:** means the fee specified in Clause 9 in consideration of the Services, to be payable by **DCT Abu Dhabi** to the **CONTRACTOR**.

2. SERVICES:

- 2.1** With effect from the Commencement Date, **CONTRACTOR** agrees to provide the Services.
- 2.2** **CONTRACTOR** shall provide the Services to **DCT Abu Dhabi** by:
- a) performing all the Services in accordance with the deliverable timelines set-out for year 1 and 2 in Schedule 1;
 - b) procuring and delivering all the Services as may be required; and
 - c) providing such other services consistent with the Services, at such places as **DCT Abu Dhabi** may reasonably require of **CONTRACTOR** from time to time, including, without limitation, any additional services on-request.



- 2.3 CONTRACTOR** shall provide to **DCT Abu Dhabi** a performance bank guarantee in the amount of 10% of the Total Amount, in the form attached in Schedule 2 from a bank licensed to operate in Abu Dhabi and approved by **DCT Abu Dhabi**.
- 2.4** In providing the Services, **CONTRACTOR** shall ensure it maintains the highest professional standards and exercises all due care, skill and competence.
- 2.5 CONTRACTOR** undertakes that, at all times during the Term:
- a) It shall be capable of providing the Services;
 - b) It shall provide each of the Services to the standard of competence and professional skill expected from companies of a similar type who provide services of a similar type as the Services;
 - c) It shall allocate sufficiently experienced resources in its performance of its obligations under this Agreement enabling the Services to be provided in a timely manner and to the standards and quality reasonably required by **DCT ABU DHABI**; and
 - d) It shall provide **DCT Abu Dhabi** with progress reports (the “**Reports**”) in relation to the Services within 24 hours whenever requested by **DCT Abu Dhabi. Abu Dhabi**.
- 2.6 CONTRACTOR** acknowledges that **DCT Abu Dhabi** enters into this Agreement relying on the represented skill, competence, experience and ability of **CONTRACTOR** to provide the Services.
- 2.7 DCT Abu Dhabi** does not assume any duty to advise **CONTRACTOR**, to supervise the control of **CONTRACTOR**’s performance of the Services, to ensure the proper performance of any obligations of **CONTRACTOR** or to exercise any discretion for the benefit of **CONTRACTOR**.
- 2.8 CONTRACTOR** shall provide the Services with the relevant training and explanatory material which shall not be limited nor conditioned, and until the portion of the Services is delivered to **DCT Abu Dhabi**’s reasonable satisfaction.

3. VARIATION TO SERVICES

DCT Abu Dhabi may, by written notice or Purchase Order instruct the **CONTRACTOR**:

- a) To suspend or cease performance of any whole or part of the Services and that whole or part of the Services shall be temporarily suspended or permanently cease to be part of the Services from the date of the notice. Suspended services shall be resumed as instructed in the notice or otherwise upon **DCT Abu Dhabi**’s subsequent written instruction;
- b) direct a change to the deliverables schedule or the structure of any element of the Services.



4. SUB-CONTRACTING THE SERVICES

- 4.1** The Services may not be performed by a sub-contractor unless requested/approved by **DCT Abu Dhabi** in writing.
- 4.2** At all times **CONTRACTOR** shall:
- a) Manage and be responsible for the sub-contractors;
 - b) Ensure that the Services are performed in accordance with the terms of this Agreement; and
 - c) Continue to be liable to **DCT Abu Dhabi** under this Agreement as though no subcontract has been entered into.
- 4.3** **CONTRACTOR** must contract directly with the sub-contractors and must not hold itself out as **DCT Abu Dhabi's** agent in its dealings with the sub-contractors. All sub-contractors must permit novation of a sub-contract to **DCT Abu Dhabi** at the discretion of **DCT Abu Dhabi**.
- 4.4** If sub-contractor defaults in the performance or observance of any covenant, condition or stipulation in the sub-contract, **CONTRACTOR** must exercise any right available to it under the sub contract or at law to rectify the default and recover any consequent costs.
- 4.5** **CONTRACTOR** is not relieved of any of its obligations under this Agreement as a result of appointing a sub-contractor to provide the Services and is responsible for the performance of each sub-contractor. **CONTRACTOR** must also ensure that all sub-contractors comply with the terms of this Agreement to the extent they relate to the quality and composition of the Services.
- 4.6** The following provisions apply in relation to sub-contracted Services:
- (a) **CONTRACTOR** must obtain written approval from **DCT Abu Dhabi** in relation to each sub-contractor it intends to request quotation from or appoint;
 - (b) **CONTRACTOR** shall supply **DCT Abu Dhabi** with original quotations and invoices for sub-contracted Services;
 - (c) **CONTRACTOR** shall ensure the terms of service with sub-contractors are at least as clear and unambiguous as the terms under this Agreement to ensure sub-contractors are clear in their performance obligations;
 - (d) The maximum amount of aggregate fees that may be paid to sub-contractors in respect of sub-contracted Services shall be no more than 25% of the Total Amount unless otherwise approved by **DCT Abu Dhabi** in writing; and
 - (e) **CONTRACTOR** shall not levy or impose any additional charges or commission on the sub-contracted.



5. PERFORMANCE

- 5.1** If **CONTRACTOR** fails to perform, or ensure a sub-contractor performs, the Services as specified in accordance with the clause 2 and Schedule 1 standards and time limits, and if there are no such time limits then within a reasonable time, then, provided that such failure is not caused by **DCT Abu Dhabi**, **DCT Abu Dhabi** shall have the right, in its sole discretion, without prejudice to any other remedy it may have to:
- (a) Step-in or require a third party to step-in, (together **Step-in**) to perform the Services, in which case **CONTRACTOR** shall indemnify **DCT Abu Dhabi** against any direct or indirect losses, expenses, costs, claims, liabilities and damage incurred by **DCT Abu Dhabi** in consequence to the Step-in and **CONTRACTOR** shall act reasonably and cooperate with **DCT Abu Dhabi** and/or the third party to the fullest extent required to ensure the Services are performed with continuity in time and quality as envisaged by **DCT Abu Dhabi** on the Commencement Date; and /or
 - (b) Subject to clause 10, apply the delay penalties detailed in Schedule 1; and/or
 - (c) Terminate this Agreement with immediate effect together with any other contract or agreement with **CONTRACTOR**; and/or
 - (d) Encash the performance bank guarantee referred to in Clause 2.3 of this Agreement.
- 5.2** **DCT Abu Dhabi** shall only be responsible to any loss or damage to the deliverables specified in Schedule 1 in the event that such loss or damage is caused by its willful misconduct or gross negligence.

6. TERM AND TERMINATION

- 6.1** This Agreement shall be effective from the Commencement Date and continue in full force during the Term, subject to the survival of the terms expressed and the operation of this clause 6.
- 6.2** The Term may be extended for a further period of 1 year (the "**Renewal Term**") effective from the Expiry Date, subject to and in accordance with the following:
- (a) Not less than three (3) months and no more than six (6) months prior to the Expiry Date, **DCT Abu Dhabi** may give written notice to the **CONTRACTOR** advising of its wish to extend the Term.
 - (b) If **DCT Abu Dhabi** gives written notice to the **CONTRACTOR** in accordance with Clause 6.2(a) to extend the Term, **DCT Abu Dhabi** shall consider the **CONTRACTOR**'s performance under the terms of this Agreement and delivery of the Services, reserving the right to amend performance standards, deliverables, terms of delivery and any other term of this Agreement.
 - (c) Notwithstanding clause 6.2, **DCT Abu Dhabi** shall be under no moral or legal obligation to extend the Term.
 - (d) Subject to clause 6.2(b), the Parties agree to settle the terms of the agreement governing the Renewal Term no later than 60 (sixty) days prior to the end of the



Term, failure to do so shall not oblige **DCT Abu Dhabi** to continue any further negotiations with the **CONTRACTOR** for a Renewal Term.

- (e) In the event **DCT Abu Dhabi** does not extend the Term (for whatever reason), **DCT Abu Dhabi** shall have no financial obligation or liability in favour of the **CONTRACTOR** and the **CONTRACTOR** undertakes that it shall waive any right of claim.

- 6.3** Notwithstanding anything to the contrary, **DCT Abu Dhabi** may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving (30) days written notice to **CONTRACTOR**, and **CONTRACTOR** shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. **CONTRACTOR** shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by **DCT Abu Dhabi** until such date of suspension/termination.
- 6.4** Notwithstanding anything to the contrary, **CONTRACTOR** may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving (120) days written notice to **DCT Abu Dhabi**.
- 6.5** If during the course of this Agreement, **CONTRACTOR** shall be in breach of its obligations and **DCT Abu Dhabi** shall so inform **CONTRACTOR** by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by **DCT Abu Dhabi**) after such notice, then **DCT Abu Dhabi** may immediately terminate this Agreement by notice in writing.
- 6.6** In case **CONTRACTOR** shall forthwith cease to work, then **DCT Abu Dhabi** may at its option continue work either by itself or by a third party. **CONTRACTOR** shall if so required by **DCT Abu Dhabi** within 7 (seven) days of the date of determination assign to **DCT Abu Dhabi** without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of **CONTRACTOR**'s obligations to **DCT Abu Dhabi**. In case such a situation arises and the total cost incurred by **DCT Abu Dhabi** in so completing the project being greater than which would have been incurred had **CONTRACTOR**'s services not been terminated, then **CONTRACTOR** shall pay such difference and/or excess to **DCT Abu Dhabi**.
- 6.7** **CONTRACTOR** hereby acknowledges and agrees that all materials, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies thereof, and/or any other Intellectual Property or proprietary information, furnished to or prepared by **CONTRACTOR** or its agents or sub-contractors in the course of or incident to its rendering of services to **DCT Abu Dhabi**, including, without limitation, records and any other materials pertaining to ideas belong to **DCT Abu Dhabi**. **CONTRACTOR** will destroy any materials held in hard copy format as soon as possible after they are no longer reasonably required for the performance of the services to **DCT Abu Dhabi**. **CONTRACTOR** will take reasonable steps to keep to a minimum any materials received or created in electronic format



following the completion of the services. Any materials retained by the **CONTRACTOR** will remain subject to the obligations of confidentiality included in this Agreement.

- 6.8** The representations and warranties contained in this Agreement and **CONTRACTOR** obligations in relation to them shall survive termination and/or expiration of this Agreement.
- 6.9** If **CONTRACTOR** takes or has taken or has instituted against it any **CONTRACTOR** or proceeding whether voluntary or involuntary which has an object or may result in the bankruptcy, winding up or reorganization of **CONTRACTOR** (other than a voluntary, non-bankruptcy reorganization for the sole purpose of reorganization or consolidation), or is placed under official management or enters into any agreement with a third party in respect of **CONTRACTOR**'s obligations under this Agreement or enters into compromise or other arrangement with its creditors or any class of them or an administrator, trustee, receiver or manager is appointed to carry on its business or to take control or possession of any of its assets for the benefit of its creditors, then **DCT Abu Dhabi** may forthwith terminate this Agreement in whole or in part.

7. **CONTRACTOR'S UNDERTAKINGS**

CONTRACTOR represents, warrants and undertakes to **DCT Abu Dhabi** that:

- (a) It shall perform the Services independently in favor of **DCT Abu Dhabi** and shall comply with all reasonable instructions given to it by **DCT Abu Dhabi** in connection with the performance of its responsibilities;
- (b) It shall provide such materials as are required to perform the Services;
- (c) It shall use best quality materials, techniques and standards in performing the Services;
- (d) It shall, in carrying out the Services and providing any goods, materials, items or products, ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice are complied with;
- (e) When procuring services from third party providers, it shall exercise control and supervision upon such third party providers and remain liable toward **DCT Abu Dhabi** for their acts and omissions in the provision of such services;
- (f) It shall make available the pre-approved **CONTRACTOR**'s experienced personnel to perform all the duties of **CONTRACTOR** under this Agreement any temporary/permanent replacements shall have the equivalent status/experience as required and approved by **DCT Abu Dhabi**, that approval not to be unreasonably withheld or delayed;
- (g) it shall make available the number of **CONTRACTOR**'s personnel with all the necessary skill and expertise to provide the Services on the terms set out in this Agreement;
- (h) It shall set up and provide all the internal systems and services required in order to diligently and efficiently perform the Services;
- (i) The Services shall be provided in a timely and professional manner as required under this Agreement and shall conform to the standards generally observed in the industry for similar services;



- (j) It shall maintain proper books and records of account in relation to the subject matter of this Agreement and make such books and records available for auditing by **DCT Abu Dhabi** and/or its designee; and
- (k) It shall acquaint itself with and comply with any working practices, rules or procedures applicable to other (whether independent contractors or employees) at any location where **CONTRACTOR** is performing the Services.

8. CONTRACTOR'S PERSONNEL

CONTRACTOR shall:

- 8.1 ensure its personnel perform the Services according to the terms and conditions of this Agreement with appropriate experience to provide the services as per quality and standards required by **DCT Abu Dhabi** having the local or regional experience/knowledge;
- 8.2 notify **DCT Abu Dhabi** immediately where its personnel are unable to perform the Services and, if requested by **DCT Abu Dhabi**, provide replacement personnel with equivalent local/regional experience/knowledge acceptable to **DCT Abu Dhabi**;
- 8.3 promptly arrange for the removal of any personnel (including its personnel) whom **DCT Abu Dhabi** may decide in its reasonable discretion are unacceptable to **DCT Abu Dhabi**, and promptly replace that person or those persons with personnel acceptable to **DCT Abu Dhabi**; and
- 8.4 Ensure that all its personnel act to the best of their skill and ability and in accordance with accepted professional and quality standards for persons having those qualifications and experience.

9. PAYMENT

In consideration of the Services being provided in accordance with the terms of this Agreement, **DCT Abu Dhabi** shall pay to the **CONTRACTOR** the amount of **AED 3,453,096.00 (UAE Dirhams Three Million Four Hundred Fifty-Three Ninety-Six)** for ("**Total Amount**"), during the Term in accordance with the payment schedule set-out in Schedule 1. The total amount to be borne by **DCT Abu Dhabi** for the subject matter of this Agreement shall not exceed the Total Amount unless any Schedule 1 additional on-demand services are requested in writing and delivery of those services is approved by **DCT Abu Dhabi**.

The Total Amount shall include (i) all the elements for the satisfactory delivery of the entire Services (excluding the additional on-demand services) and (ii) any third party costs and sub-contractors. Notwithstanding the preceding, **DCT Abu Dhabi** shall not cover any additional expenses/costs for the **CONTRACTOR**'s performance of its obligations under this Agreement unless they relate to approved additional on-demand services.



DCT Abu Dhabi shall pay the **CONTRACTOR** entitlements within 30 days from the date of receiving a correct invoice attached to it all the supporting documents and any other relevant documents required under the Contract, on a monthly basis.

CONTRACTOR shall not be entitled to payment for any amount for any portion of the Services, which has been in whole or part rejected by **DCT Abu Dhabi**.

10. DELAY PENALTY

10.1 The Parties agree that a delay penalty shall be payable by **CONTRACTOR** in the event that it does not perform, execute or deliver whole or part of the Services in accordance with Schedule 1 or the timeline's otherwise specified, provided **CONTRACTOR** failure to complete the Services or parts of the same in time is not due to circumstances which **DCT Abu Dhabi** caused or which arises from a delay caused by a **DCT Abu Dhabi** appointed third party retained to perform services in connection with the Services.

10.2 **DCT Abu Dhabi** shall have the right to set-off and deduct any delay penalty it is due from an invoice issued by **CONTRACTOR**.

10.3 Should **CONTRACTOR** fail to deliver any portion of the Services to a standard acceptable by **DCT Abu Dhabi** by their intended delivery date indicated in Schedule 1, or within any **DCT Abu Dhabi** approved extension period, **DCT Abu Dhabi** shall be entitled to a delay penalty.

10.4 **DCT Abu Dhabi's** entitlement to delay penalties under this Agreement shall be subject to an aggregated cap of 10% of the portion of the Total Amount (plus any fee connected with an additional on-demand service procured during the Term (including any Renewal Term)).

10.5 The payment of a delay penalty shall not relieve **CONTRACTOR** from its obligation to deliver the Services under this Agreement and shall not prevent **DCT Abu Dhabi** from exercising other rights of compensation it may have under law or other provisions of this Agreement.

11. LIABILITY, INDEMNIFICATION & INSURANCE

11.1 Throughout the Term and thereafter, **CONTRACTOR** shall keep **DCT Abu Dhabi** fully harmless and indemnified from any liability, claim or responsibility whatsoever, against any proceedings, infringement of any statute whatsoever, including intellectual property rights relating to any third party, personal or property damages howsoever and whatsoever arising out of or in the course of or caused by the carrying out **CONTRACTOR's** obligations or any part thereof under this Agreement, except to the extent that liability, claim or responsibility was directly caused by the recklessness or willful misconduct of **DCT Abu Dhabi**



11.2 If found necessary, CONTRACTOR shall be obliged to procure at its own cost the necessary insurance coverage against any responsibility or liability whatsoever arising out of carrying out this Agreement.

11.3 CONTRACTOR shall be liable for the direct consequence of all errors, negligence and omissions on its part or on the part of its employees, representatives and/or experts.

12. CONFIDENTIALITY, USE OF NAME AND PUBLICITY

12.1 This Agreement and everything contained within it or arising from it shall be treated as strictly confidential by the Contractor and its employees and sub-contractors during the period of this Agreement and at any time after its expiry or termination, except exclusively to the Contractor employees and agents and only to the extent required for the proper performance of the Services, or to the extent required by Law.

12.2 The Contractor shall acquire or retain no right whatsoever under this Agreement, either in whole or part, to the Confidential Information, any Intellectual Property Right, the name of DCT – Abu Dhabi, the name of Louvre Abu Dhabi and shall have no rights to use any of them except in the contexts expressly authorized by DCT Abu Dhabi.

12.3 The Contractor shall not, and shall ensure that none of its representatives, staff or agents publicize, advertise, promote or otherwise disclose publicly the Supplier's appointment to perform the Services under this Agreement without prior approval by DCT – Abu Dhabi, which DCT – Abu Dhabi may withhold.

12.4 The Contractor shall keep in strict confidence all Confidential Information and any other information that may reasonably be regarded as confidential that the Contractor has obtained. The Supplier shall restrict disclosure of the Confidential Information only to those of its employees, consultants, agents or subcontractors that need to know it for the purpose of discharging the Contractor's obligations to DCT - Abu Dhabi, and shall ensure that they are subject to the same obligations of confidentiality, which bind the Contractor.

12.5 All materials, equipment and tools, drawings, specifications and data supplied by DCT - Abu Dhabi to the Contractor shall, at all times, be and remain the exclusive property of DCT - Abu Dhabi, but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to DCT - Abu Dhabi. They shall not be disposed of or used other than in accordance with DCT - Abu Dhabi's written instructions or authorization.

13. INTELLECTUAL PROPERTY

All Intellectual Property in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by CONTRACTOR or any sub-contractor in the delivery of the Services shall vest on creation in DCT Abu Dhabi. The CONTRACTOR shall use best endeavors to ensure that any whole or portion of its



documents, reports, creative, designs, strategy, technical aspects (including digital files) and materials that are subject to any third party (sub-contractor) intellectual property rights the CONTRACTOR is itself unable to assign shall be assigned to DCT Abu Dhabi with such obligation forming an essential term under the sub-contract between Contractor and the sub-contractor.

The **CONTRACTOR** agrees to do everything necessary or requested by **DCT Abu Dhabi** either during the Term or after the termination of this Agreement, to enable **DCT Abu Dhabi** to own all rights (excluding Moral Rights) in the Intellectual Property (including without limitation, all commercial and non-commercial rights of reproduction, exploitation, licensing, augmentation), including formally assigning those rights to **DCT Abu Dhabi** and ensuring any sub-contractors are obliged to do the same and do the same.

DCT Abu Dhabi shall be entitled, directly or indirectly, to make use of all Intellectual Property at its sole discretion without any reservation or claim from **CONTRACTOR**.

The **CONTRACTOR** acquires no interest in any document or material provided by **DCT Abu Dhabi**. Such documents or materials must be destroyed on termination of this Agreement.

14. WHOLE AGREEMENT

This Agreement, the documents referred to in it and any agreements relating to this Agreement entered into on the date of the Agreement between the parties contain the whole agreement between the parties relating to transactions contemplated by the Agreement and supersede all previous agreements between the parties relating to those transactions. In the event of discrepancy between any of the terms stated in this Agreement and any of terms stated in the schedules the former terms shall prevail.

15. EVENT OF CONFLICT

In the event of conflict between any of the terms and provisions stated in this Agreement and the terms stated in any of the attached schedules, the former shall prevail.

16. DISPUTE RESOLUTION AND JURISDICTION

16.1 This Agreement shall be governed by the laws of the United Arab Emirates, as applied and interpreted in the courts of Abu Dhabi.

16.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Abu Dhabi in the event of any dispute arising between the parties.



IN WITNESS whereof this Agreement has been signed by the authorized representatives of the parties.

For and on behalf of
DCT Abu Dhabi

For and on behalf of
Brunswick Gulf Limited

Name: **Saif Saeed Ghobash**

Title: **Undersecretary**

Date: _____

Heather Salmond

Name: **Heather Salmond**

Title: **Partner, Head of Brunswick Abu Dhabi**

Date: 17 October 2018



SCHEDULE 1

Cost Breakdown, Penalties & Detailed Scope of Work

1. Summary of Cost – Year 1						
Fixed price lump-sum		Year 1 fee: AED 1,726,548 per year, AED 143,879 per month				
Extra agreements		1. Press Office managed internally with support from Brunswick 2. Brunswick to provide one team member for half a day each week to work at LAD – day to be agreed//remain flexible				
2. Cost Breakdown						
S.N.	Deliverables Item	Description	UOM	Quantity	U. Price	Total Price
2.1	Strategic Communications Support	- Mapping a strategic document to ensure the museum’s reputation and brand are aligned with the organization’s objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	Month	12	AED 37,383	AED 448,596
2.2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum’s reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. - (Includes: crisis preparation plan and training)	Month	12	AED 44,888	AED 538,656
2.3	Media Relations	- Identifying and mapping key international media - Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A’s, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media (Up to 2 x per month) - Advising and supporting with broadcast/ print media - Managing press trip logistics (identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 4x press trips and up to 10x journalists per year, indicative).	Month	12	AED 36,658	AED 439,896

2.4	Media Monitoring	- Louvre Abu Dhabi will provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	Month	12	FOC	FOC
2.5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Development of thought leadership pieces that can be distributed to key news outlets (1x per quarter)	Month	12	AED 19,950	AED 239,400
2.6	Project Management	- Management of materials - Weekly meeting to include agenda and action report - Monthly report on deliverables against fees and third party costs [to include weekly action reports] - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as printing of press kit materials, photography (only required as an option on an ad-hoc basis) - Any charges by third party suppliers will be paid by Louvre Abu Dhabi through retainer but management of the suppliers should be included within scoped cost.	Month	12	AED 5,000	AED 60,000
Services to be used on-request						
2.7	Media Training	- Media training to prepare spokespeople for interviews with journalists. - Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (Fee based on one session per quarter) - Filming equipment to be provided by Louvre Abu Dhabi for training session.	Training Session (per day)	As required	AED 10,500	TBC

2.8	Additional Manpower	- Additional members from the agency – excluding the 2 members – to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. The additional members will be required per day and the service will be invoiced separately. - International team support with media relations via telephone or fly over to Abu Dhabi if needed. Louvre Abu Dhabi to cover any costs regarding flights and accommodation for any member of the international team from retainer.	Partner	1	AED 12,750	Dependent on requirement / invoiced separately
			Director	1	AED 6,250	Dependent on requirement / invoiced separately
			Officer (Executive)	1	AED 4,150	Dependent on requirement / invoiced separately
			Consultant	1	AED 10,500	Dependent on requirement / invoiced separately

1. Summary of Cost – Year 2						
Fixed price lump-sum		Year 2 fee: AED 1,726,548 per year, AED 143,879 per month				
Extra agreements		1. Press Office managed internally with support from Brunswick. 2. Brunswick to provide one team member for half a day each week to work at LAD – day to be agreed//remain flexible.				
2. Cost Breakdown						
S.N.	Deliverables Item	Description	UOM	Quantity	U. Price	Total Price
2.1	Strategic Communications Support	- Mapping a strategic document to ensure the museum's reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	Month	12	AED 37,383	AED 448,596
2.2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. - (Includes: crisis preparation plan and training)	Month	12	AED 44,888	AED 538,656
2.3	Media Relations	- Identifying and mapping key international media - Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media (Up to 2 x per month) - Advising and supporting with broadcast/ print media - Managing press trip logistics (identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 4x press trips and up to 10x journalists per year, indicative).	Month	12	AED 36,658	AED 439,896

2.4	Media Monitoring	- Louvre Abu Dhabi will provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	Month	12	FOC	FOC
2.5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Development of thought leadership pieces that can be distributed to key news outlets (1x per quarter)	Month	12	AED 19,950	AED 239,400
2.6	Project Management	- Management of materials - Weekly meeting to include agenda and action report - Monthly report on deliverables against fees and third party costs [to include weekly action reports] - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as printing of press kit materials, photography (only required as an option on an ad-hoc basis) - Any charges by third party suppliers will be paid by Louvre Abu Dhabi through retainer but management of the suppliers should be included within scoped cost.	Month	12	AED 5,000	AED 60,000
Services to be used on-request						
2.7	Media Training	- Media training to prepare spokespeople for interviews with journalists. - Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (Fee based on one session per quarter) - Filming equipment to be provided by Louvre Abu Dhabi for training session.	Training Session (per day)	As required	AED 10,500	TBC

2.8	Additional Manpower	- Additional members from the agency – excluding the 2 members – to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. The additional members will be required per day and the service will be invoiced separately. - International team support with media relations via telephone or fly over to Abu Dhabi if needed. Louvre Abu Dhabi to cover any costs regarding flights and accommodation for any member of the international team from retainer.	Partner	1	AED 12,750	Dependent on requirement / invoiced separately
			Director	1	AED 6,250	Dependent on requirement / invoiced separately
			Officer (Executive)	1	AED 4,150	Dependent on requirement / invoiced separately
			Consultant	1	AED 10,500	Dependent on requirement / invoiced separately

Penalties

S.N.	Deliverables Item	Description	Penalties
1	Strategic Communications Support	- Mapping a strategic document to ensure the museum's reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	If the communications roadmap and story bank is not updated on a monthly basis, a penalty of 10% is deducted from this portion of the fee.
2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control.	If flagging a crisis over an hour delay, a 10% deduction in the crisis management fee.
3	Media Relations	- Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media. - Advising and supporting with broadcast/print media - Managing press trip logistics	If media relations are not managed properly, a penalty of 5% deduction per relationship is deducted from this fee. If supporting materials for press trips are not completed in a timely manner a penalty of 15% is deducted from this fee.
4	Media Monitoring	- Monitoring all media and giving daily summaries and updates on Louvre Abu Dhabi mentions in all media. - Louvre Abu Dhabi can provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	If monitoring and flagging major and negative news, a penalty of 20% is deducted from this portion of the fee.

5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling / engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Speech development in English and French (in some cases we prefer this to be outsourced to dedicated writers but there should be a provision for 1 - 2 speeches per month by the agency for this requirement) - Development of thought leadership pieces that can be distributed to key news outlets.	If briefing documents are not delivered at least 3 days in advance or on requested date (with sufficient time given to the agency from Louvre Abu Dhabi), a penalty of 10% is deducted from this portion of the fee.
6	Project Management	- Monthly report on deliverables against fees and third party costs - Minutes of Meetings - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as copywriting, speech writing, printing of press kit materials, photography (only required as an option on an ad-hoc basis)	If monthly reports are not delivered on a monthly basis, a deduction of 10% per invoice is to be applied. If minutes of meetings are not delivered by next day after meeting, a penalty of 5% is deducted from this portion of the fee. Inability to manage or issues caused with the third party suppliers due to the agency's improper actions, a penalty of 5% is deducted from this portion of the fee.
7	Additional Manpower	- Additional members from the agency that exclude the 2 members to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. - International team support with media relations via telephone or fly over to Abu Dhabi if needed.	If support is over an hour late on agreed date, a penalty of 10% is deducted from this portion of the fee per request. In the case of a no-show on an agreed date, a 20% penalty will be deducted from the project management monthly fee.

SCHEDULE 2

Form of Performance Bond

Date: [xxx]

To: [xxx]

Department of Culture and Tourism (DCT Abu Dhabi)
Abu Dhabi, United Arab Emirates.

Dear Sir,

PERFORMANCE BOND NO: [xxx]
FOR UAE DIRHAMS: [xxx]

We, the undersigned [Name of Bank] whose registered office is at [xxx] have taken notice of Contract No. [xxx] between Department of Culture and Tourism, Abu Dhabi, United Arab Emirates, hereinafter referred to as "DCT Abu Dhabi" and CONTRACTOR, whose Registered Office is [xxx], hereinafter referred as "[xxx]" for the [project name], in the total Contract Price of AED [number]/- (UAE Dirhams [amount in words]).

In consideration of the above, we, [Name of Bank] as guarantor, hereby irrevocably and unconditionally guarantee and undertake on behalf of CONTRACTOR to pay DCT Abu Dhabi, any sum or sums up to a maximum of AED [number]/- (UAE Dirhams [amount in words]) which represents 10% (Ten percent) of the total Contract Price.

Upon receipt of DCT Abu Dhabi's written request addressed to us stating that CONTRACTOR failed to fulfill all or any of its obligations under the abovementioned contract at DCT Abu Dhabi's first demand and such payment shall be made without any restriction or conditions and without recourse and notwithstanding any objection from CONTRACTOR.

This Guarantee shall be valid as automatically renewed until [xxx] or DCT Abu Dhabi advises that CONTRACTOR has fulfilled all its contractual obligations, whichever is later.

Yours faithfully,
for and on behalf of
[Name of Bank]

Signed:
(Authorized signature)

دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



PR Services Contract Form

CONTRACT NO. LAD/C/SQ/18-003

BETWEEN
DEPARTMENT OF CULTURE AND TOURISM (DCT)
AND

BRUNSWICK GULF LIMITED

FOR THE PROVISION OF

Media & Communication Services for Louvre Abu Dhabi





SERVICE AGREEMENT

Ref: LAD/C/SQ/18-003

This Agreement is dated 2018 and entered into by and between:

1. **Department of Culture and Tourism** whose address is P.O. Box 94000, Abu Dhabi, United Arab Emirates ("**DCT Abu Dhabi**").

AND

2. **Brunswick Gulf Limited**, a Media Zone Abu Dhabi Branch whose address is P.O. Box 77800, Abu Dhabi, United Arab Emirates ("**CONTRACTOR**").

CONTRACTOR and **DCT Abu Dhabi** may also may each referred to as a "party" and together as the "parties."

BACKGROUND

- (1) **DCT Abu Dhabi** is an Abu Dhabi government department mandated with the task of conserving and promoting the heritage and culture of Abu Dhabi and the **CONTRACTOR** is a company specializing in the field of public relations and communications.
- (2) **DCT Abu Dhabi** intends to engage **CONTRACTOR** to perform the Services and **CONTRACTOR** intends to accept the engagement each on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

- Agreement:** means this agreement, including all its clauses and Schedules.
- Commencement Date:** means 6 May 2018.
- Confidential Information:** means all information of either party in respect of the business and financing of, but not limited to, business methods, finances, prices, business, financial, project development or human resources plans, customer risks or details, computer system and software, or know-how, or obtained in connection with this Agreement, and information concerning the relationships with actual or potential clients or customers and the needs and requirements of such persons.
- Expiry Date:** means, subject to the provisions of clause 6, 5 May 2020.





Force Majeure:	means any event beyond the reasonable control of either party which affects its ability to perform any of its obligations under this Agreement including but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others.
Intellectual Property:	means (a) copyright, patents, database right and rights in trademarks, designs, knowhow and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
Purchase Order:	means DCT Abu Dhabi Procurement department's official commercial/financial approval containing the amount for the entire Agreement or portion of the service or any variation that may increase the Total Amount.
Renewal Term:	has the meaning given to it in clause 6.2.
Services:	means all the services and deliverables to be provided by CONTRACTOR to DCT Abu Dhabi under this Agreement as detailed in Schedule 1.
Term:	means the term of this Agreement commencing on the Commencement Date and ending on the Expiry Date unless earlier terminated or extended in accordance with clause 6.
Total Amount:	means the fee specified in Clause 9 in consideration of the Services, to be payable by DCT Abu Dhabi to the CONTRACTOR .
VAT	means Value Added Tax as defined in the UAE Federal Decree-Law No. (8) of 2017 on Value Added Tax and Cabinet Decision No. (52) of 2017 on the Executive Regulations of Federal Decree-Law No. (8) of 2017 on Value Added Tax

2. SERVICES:

- 2.1** With effect from the Commencement Date, **CONTRACTOR** agrees to provide the Services.
- 2.2** **CONTRACTOR** shall provide the Services to **DCT Abu Dhabi** by:
- performing all the Services in accordance with the deliverable timelines set-out for year 1 and 2 in Schedule 1;
 - procuring and delivering all the Services as may be required; and





- c) providing such other services consistent with the Services, at such places as **DCT Abu Dhabi** may reasonable require of **CONTRACTOR** from time to time, including, without limitation, any additional services on-request.

2.3 CONTRACTOR shall provide to **DCT Abu Dhabi** a performance bank guarantee in the amount of 10% of the Total Amount, in the form attached in Schedule 2 from a bank licensed to operate in Abu Dhabi and approved by **DCT Abu Dhabi**.

2.4 In providing the Services, **CONTRACTOR** shall ensure it maintains the highest professional standards and exercises all due care, skill and competence.

2.5 CONTRACTOR undertakes that, at all times during the Term:

- a) It shall be capable of providing the Services;
- b) It shall provide each of the Services to the standard of competence and professional skill expected from companies of a similar type who provide services of a similar type as the Services;
- c) It shall allocate sufficiently experienced resources in its performance of its obligations under this Agreement enabling the Services to be provided in a timely manner and to the standards and quality reasonably required by **DCT ABU DHABI**; and
- d) It shall provide **DCT Abu Dhabi** with progress reports (the "**Reports**") in relation to the Services within 24 hours whenever requested by **DCT Abu Dhabi**. **Abu Dhabi**.

2.6 CONTRACTOR acknowledges that **DCT Abu Dhabi** enters into this Agreement relying on the represented skill, competence, experience and ability of **CONTRACTOR** to provide the Services.

2.7 DCT Abu Dhabi does not assume any duty to advise **CONTRACTOR**, to supervise the control of **CONTRACTOR's** performance of the Services, to ensure the proper performance of any obligations of **CONTRACTOR** or to exercise any discretion for the benefit of **CONTRACTOR**.

2.8 CONTRACTOR shall provide the Services with the relevant training and explanatory material which shall not be limited nor conditioned, and until the portion of the Services is delivered to **DCT Abu Dhabi's** reasonable satisfaction.

3. VARIATION TO SERVICES

DCT Abu Dhabi may, by written notice or Purchase Order instruct the **CONTRACTOR**:

- a) To suspend or cease performance of any whole or part of the Services and that whole or part of the Services shall be temporarily suspended or permanently cease to be part of the Services from the date of the notice. Suspended services shall be resumed as instructed in the notice or otherwise upon **DCT Abu Dhabi's** subsequent written instruction;





- b) direct a change to the deliverables schedule or the structure of any element of the Services.

4. SUB-CONTRACTING THE SERVICES

- 4.1 The Services may not be performed by a sub-contractor unless requested/approved by **DCT Abu Dhabi** in writing.
- 4.2 At all times **CONTRACTOR** shall:
- Manage and be responsible for the sub-contractors;
 - Ensure that the Services are performed in accordance with the terms of this Agreement; and
 - Continue to be liable to **DCT Abu Dhabi** under this Agreement as though no subcontract has been entered into.
- 4.3 **CONTRACTOR** must contract directly with the sub-contractors and must not hold itself out as **DCT Abu Dhabi's** agent in its dealings with the sub-contractors. All sub-contractors must permit novation of a sub-contract to **DCT Abu Dhabi** at the discretion of **DCT Abu Dhabi**.
- 4.4 If sub-contractor defaults in the performance or observance of any covenant, condition or stipulation in the sub-contract, **CONTRACTOR** must exercise any right available to it under the sub contract or at law to rectify the default and recover any consequent costs.
- 4.5 **CONTRACTOR** is not relieved of any of its obligations under this Agreement as a result of appointing a sub-contractor to provide the Services and is responsible for the performance of each sub-contractor. **CONTRACTOR** must also ensure that all sub-contractors comply with the terms of this Agreement to the extent they relate to the quality and composition of the Services.
- 4.6 The following provisions apply in relation to sub-contracted Services:
- CONTRACTOR** must obtain written approval from **DCT Abu Dhabi** in relation to each sub-contractor it intends to request quotation from or appoint;
 - CONTRACTOR** shall supply **DCT Abu Dhabi** with original quotations and invoices for sub-contracted Services;
 - CONTRACTOR** shall ensure the terms of service with sub-contractors are at least as clear and unambiguous as the terms under this Agreement to ensure sub-contractors are clear in their performance obligations;
 - The maximum amount of aggregate fees that may be paid to sub-contractors in respect of sub-contracted Services shall be no more than 25% of the Total Amount unless otherwise approved by **DCT Abu Dhabi** in writing; and
 - CONTRACTOR** shall not levy or impose any additional charges or commission on the sub-contracted.





5. PERFORMANCE

5.1 If **CONTRACTOR** fails to perform, or ensure a sub-contractor performs, the Services as specified in accordance with the clause 2 and Schedule 1 standards and time limits, and if there are no such time limits then within a reasonable time, then, provided that such failure is not caused by **DCT Abu Dhabi**, **DCT Abu Dhabi** shall have the right, in its sole discretion, without prejudice to any other remedy it may have to:

- (a) Step-in or require a third party to step-in, (together **Step-in**) to perform the Services, in which case **CONTRACTOR** shall indemnify **DCT Abu Dhabi** against any direct or indirect losses, expenses, costs, claims, liabilities and damage incurred by **DCT Abu Dhabi** in consequence to the Step-in and **CONTRACTOR** shall act reasonably and cooperate with **DCT Abu Dhabi** and/or the third party to the fullest extent required to ensure the Services are performed with continuity in time and quality as envisaged by **DCT Abu Dhabi** on the Commencement Date; and /or
- (b) Subject to clause 10, apply the delay penalties detailed in Schedule 1; and/or
- (c) Terminate this Agreement with immediate effect together with any other contract or agreement with **CONTRACTOR**; and/or
- (d) Encash the performance bank guarantee referred to in Clause 2.3 of this Agreement.

5.2 **DCT Abu Dhabi** shall only be responsible to any loss or damage to the deliverables specified in Schedule 1 in the event that such loss or damage is caused by its willful misconduct or gross negligence.

6. TERM AND TERMINATION

6.1 This Agreement shall be effective from the Commencement Date and continue in full force during the Term, subject to the survival of the terms expressed and the operation of this clause 6.

6.2 The Term may be extended for a further period of 1 year (the "**Renewal Term**") effective from the Expiry Date, subject to and in accordance with the following:

- (a) Not less than three (3) months and no more than six (6) months prior to the Expiry Date, **DCT Abu Dhabi** may give written notice to the **CONTRACTOR** advising of its wish to extend the Term.
- (b) If **DCT Abu Dhabi** gives written notice to the **CONTRACTOR** in accordance with Clause 6.2(a) to extend the Term, **DCT Abu Dhabi** shall consider the **CONTRACTOR**'s performance under the terms of this Agreement and delivery of the Services, reserving the right to amend performance standards, deliverables, terms of delivery and any other term of this Agreement.
- (c) Notwithstanding clause 6.2, **DCT Abu Dhabi** shall be under no moral or legal obligation to extend the Term.
- (d) Subject to clause 6.2(b), the Parties agree to settle the terms of the agreement governing the Renewal Term no later than 60 (sixty) days prior to the end of the





Term, failure to do so shall not oblige **DCT Abu Dhabi** to continue any further negotiations with the **CONTRACTOR** for a Renewal Term.

- (e) In the event **DCT Abu Dhabi** does not extend the Term (for whatever reason), **DCT Abu Dhabi** shall have no financial obligation or liability in favour of the **CONTRACTOR** and the **CONTRACTOR** undertakes that it shall waive any right of claim.
- 6.3** Notwithstanding anything to the contrary, **DCT Abu Dhabi** may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving (30) days written notice to **CONTRACTOR**, and **CONTRACTOR** shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. **CONTRACTOR** shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by **DCT Abu Dhabi** until such date of suspension/termination.
- 6.4** Notwithstanding anything to the contrary, **CONTRACTOR** may for its own convenience suspend and/or terminate this Agreement either in whole or in part at any time by giving (120) days written notice to **DCT Abu Dhabi**.
- 6.5** If during the course of this Agreement, **CONTRACTOR** shall be in breach of its obligations and **DCT Abu Dhabi** shall so inform **CONTRACTOR** by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by **DCT Abu Dhabi**) after such notice, then **DCT Abu Dhabi** may immediately terminate this Agreement by notice in writing.
- 6.6** In case **CONTRACTOR** shall forthwith cease to work, then **DCT Abu Dhabi** may at its option continue work either by itself or by a third party. **CONTRACTOR** shall if so required by **DCT Abu Dhabi** within 7 (seven) days of the date of determination assign to **DCT Abu Dhabi** without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of **CONTRACTOR**'s obligations to **DCT Abu Dhabi**. In case such a situation arises and the total cost incurred by **DCT Abu Dhabi** in so completing the project being greater than which would have been incurred had **CONTRACTOR**'s services not been terminated, then **CONTRACTOR** shall pay such difference and/or excess to **DCT Abu Dhabi**.
- 6.7** **CONTRACTOR** hereby acknowledges and agrees that all materials, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies thereof, and/or any other Intellectual Property or proprietary information, furnished to or prepared by **CONTRACTOR** or its agents or sub-contractors in the course of or incident to its rendering of services to **DCT Abu Dhabi**, including, without limitation, records and any other materials pertaining to ideas belong to **DCT Abu Dhabi**. **CONTRACTOR** will destroy any materials held in hard copy format as soon as possible after they are no longer reasonably required for the performance of the services to **DCT Abu Dhabi**. **CONTRACTOR** will take reasonable steps to keep to a minimum any materials received or created in electronic format following the completion of the services. Any materials retained by the **CONTRACTOR** will remain subject to the obligations of confidentiality included in this Agreement.





- 6.8** The representations and warranties contained in this Agreement and **CONTRACTOR** obligations in relation to them shall survive termination and/or expiration of this Agreement.
- 6.9** If **CONTRACTOR** takes or has taken or has instituted against it any **CONTRACTOR** or proceeding whether voluntary or involuntary which has an object or may result in the bankruptcy, winding up or reorganization of **CONTRACTOR** (other than a voluntary, non-bankruptcy reorganization for the sole purpose of reorganization or consolidation), or is placed under official management or enters into any agreement with a third party in respect of **CONTRACTOR**'s obligations under this Agreement or enters into compromise or other arrangement with its creditors or any class of them or an administrator, trustee, receiver or manager is appointed to carry on its business or to take control or possession of any of its assets for the benefit of its creditors, then **DCT Abu Dhabi** may forthwith terminate this Agreement in whole or in part.

7. CONTRACTOR'S UNDERTAKINGS

CONTRACTOR represents, warrants and undertakes to **DCT Abu Dhabi** that:

- (a) It shall perform the Services independently in favor of **DCT Abu Dhabi** and shall comply with all reasonable instructions given to it by **DCT Abu Dhabi** in connection with the performance of its responsibilities;
- (b) It shall provide such materials as are required to perform the Services;
- (c) It shall use best quality materials, techniques and standards in performing the Services;
- (d) It shall, in carrying out the Services and providing any goods, materials, items or products, ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice are complied with;
- (e) When procuring services from third party providers, it shall exercise control and supervision upon such third party providers and remain liable toward **DCT Abu Dhabi** for their acts and omissions in the provision of such services;
- (f) It shall make available the pre-approved **CONTRACTOR**'s experienced personnel to perform all the duties of **CONTRACTOR** under this Agreement any temporary/permanent replacements shall have the equivalent status/experience as required and approved by **DCT Abu Dhabi**, that approval not to be unreasonably withheld or delayed;
- (g) it shall make available the number of **CONTRACTOR**'s personnel with all the necessary skill and expertise to provide the Services on the terms set out in this Agreement;
- (h) It shall set up and provide all the internal systems and services required in order to diligently and efficiently perform the Services;
- (i) The Services shall be provided in a timely and professional manner as required under this Agreement and shall conform to the standards generally observed in the industry for similar services;
- (j) It shall maintain proper books and records of account in relation to the subject matter of this Agreement and make such books and records available for auditing by **DCT Abu Dhabi** and/or its designee; and





- (k) It shall acquaint itself with and comply with any working practices, rules or procedures applicable to other (whether independent contractors or employees) at any location where **CONTRACTOR** is performing the Services.

8. CONTRACTOR'S PERSONNEL

CONTRACTOR shall:

- 8.1 ensure its personnel perform the Services according to the terms and conditions of this Agreement with appropriate experience to provide the services as per quality and standards required by **DCT Abu Dhabi** having the local or regional experience/knowledge;
- 8.2 notify **DCT Abu Dhabi** immediately where its personnel are unable to perform the Services and, if requested by **DCT Abu Dhabi**, provide replacement personnel with equivalent local/regional experience/knowledge acceptable to **DCT Abu Dhabi**;
- 8.3 promptly arrange for the removal of any personnel (including its personnel) whom **DCT Abu Dhabi** may decide in its reasonable discretion are unacceptable to **DCT Abu Dhabi**, and promptly replace that person or those persons with personnel acceptable to **DCT Abu Dhabi**; and
- 8.4 Ensure that all its personnel act to the best of their skill and ability and in accordance with accepted professional and quality standards for persons having those qualifications and experience.

9. PAYMENT

In consideration of the observance and performance by the **Contractor** of its obligations under and in accordance with this Agreement, **DCT Abu Dhabi** agrees to pay the **Contractor** (based on the breakdown provided in Schedule 1) for the provisions of the Services fees amounting in aggregate to **AED 3,875,491.00** exclusive of UAE Value Added Tax (VAT), penalty or deduction in the event of early termination or breach. The total fees payable including VAT of **AED 193,774.55** amount in aggregate to **AED 4,069,265.55** (the Total Amount).

The total amount to be borne by **DCT Abu Dhabi** for the subject matter of this Agreement shall not exceed the Total Amount unless any Schedule 1 additional on-demand services are requested in writing and delivery of those services is approved by **DCT Abu Dhabi**.

The Total Amount shall include (i) all the elements for the satisfactory delivery of the entire Services (excluding the additional on-demand services) and (ii) any third party costs and sub-contractors. Notwithstanding the preceding, **DCT Abu Dhabi** shall not cover any additional expenses/costs for the **CONTRACTOR's** performance of its obligations under this Agreement unless they relate to approved additional on-demand services.





DCT Abu Dhabi shall pay the **CONTRACTOR** entitlements within 30 days from the date of receiving a correct invoice attached to it all the supporting documents and any other relevant documents required under the Contract, on a monthly basis.

CONTRACTOR shall not be entitled to payment for any amount for any portion of the Services, which has been in whole or part rejected by **DCT Abu Dhabi**.

10. DELAY PENALTY

- 10.1** The Parties agree that a delay penalty shall be payable by **CONTRACTOR** in the event that it does not perform, execute or deliver whole or part of the Services in accordance with Schedule 1 or the timeline's otherwise specified, provided **CONTRACTOR** failure to complete the Services or parts of the same in time is not due to circumstances which **DCT Abu Dhabi** caused or which arises from a delay caused by a **DCT Abu Dhabi** appointed third party retained to perform services in connection with the Services.
- 10.2** **DCT Abu Dhabi** shall have the right to set-off and deduct any delay penalty it is due from an invoice issued by **CONTRACTOR**.
- 10.3** Should **CONTRACTOR** fail to deliver any portion of the Services to a standard acceptable by **DCT Abu Dhabi** by their intended delivery date indicated in Schedule 1, or within any **DCT Abu Dhabi** approved extension period, **DCT Abu Dhabi** shall be entitled to a delay penalty.
- 10.4** **DCT Abu Dhabi's** entitlement to delay penalties under this Agreement shall be subject to an aggregated cap of 10% of the portion of the Total Amount (plus any fee connected with an additional on-demand service procured during the Term (including any Renewal Term)).
- 10.5** The payment of a delay penalty shall not relieve **CONTRACTOR** from its obligation to deliver the Services under this Agreement and shall not prevent **DCT Abu Dhabi** from exercising other rights of compensation it may have under law or other provisions of this Agreement.

11. LIABILITY, INDEMNIFICATION & INSURANCE

- 11.1** Throughout the Term and thereafter, **CONTRACTOR** shall keep **DCT Abu Dhabi** fully harmless and indemnified from any liability, claim or responsibility whatsoever, against any proceedings, infringement of any statute whatsoever, including intellectual property rights relating to any third party, personal or property damages howsoever and whatsoever arising out of or in the course of or caused by the carrying out **CONTRACTOR's** obligations or any part thereof under this Agreement, except to the extent that liability, claim or responsibility was directly caused by the recklessness or willful misconduct of **DCT Abu Dhabi**





11.2 If found necessary, CONTRACTOR shall be obliged to procure at its own cost the necessary insurance coverage against any responsibility or liability whatsoever arising out of carrying out this Agreement.

11.3 CONTRACTOR shall be liable for the direct consequence of all errors, negligence and omissions on its part or on the part of its employees, representatives and/or experts.

12. CONFIDENTIALITY, USE OF NAME AND PUBLICITY

12.1 This Agreement and everything contained within it or arising from it shall be treated as strictly confidential by the Contractor and its employees and sub-contractors during the period of this Agreement and at any time after its expiry or termination, except exclusively to the Contractor employees and agents and only to the extent required for the proper performance of the Services, or to the extent required by Law.

12.2 The Contractor shall acquire or retain no right whatsoever under this Agreement, either in whole or part, to the Confidential Information, any Intellectual Property Right, the name of DCT – Abu Dhabi, the name of Louvre Abu Dhabi and shall have no rights to use any of them except in the contexts expressly authorized by DCT Abu Dhabi.

12.3 The Contractor shall not, and shall ensure that none of its representatives, staff or agents publicize, advertise, promote or otherwise disclose publicly the Supplier's appointment to perform the Services under this Agreement without prior approval by DCT – Abu Dhabi, which DCT – Abu Dhabi may withhold.

12.4 The Contractor shall keep in strict confidence all Confidential Information and any other information that may reasonably be regarded as confidential that the Contractor has obtained. The Supplier shall restrict disclosure of the Confidential Information only to those of its employees, consultants, agents or subcontractors that need to know it for the purpose of discharging the Contractor's obligations to DCT - Abu Dhabi, and shall ensure that they are subject to the same obligations of confidentiality, which bind the Contractor.

12.5 All materials, equipment and tools, drawings, specifications and data supplied by DCT – Abu Dhabi to the Contractor shall, at all times, be and remain the exclusive property of DCT - Abu Dhabi, but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to DCT - Abu Dhabi. They shall not be disposed of or used other than in accordance with DCT - Abu Dhabi's written instructions or authorization.

13. INTELLECTUAL PROPERTY

All Intellectual Property in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by CONTRACTOR or any sub-contractor in the delivery of the Services shall vest on creation in DCT Abu Dhabi. The CONTRACTOR shall use best endeavors to ensure that any whole or portion of its documents, reports, creative, designs, strategy, technical aspects (including digital files) and materials that are subject to any third party (sub-contractor) intellectual property rights the





CONTRACTOR is itself unable to assign shall be assigned to DCT Abu Dhabi with such obligation forming an essential term under the sub-contract between Contractor and the sub-contractor.

The **CONTRACTOR** agrees to do everything necessary or requested by **DCT Abu Dhabi** either during the Term or after the termination of this Agreement, to enable **DCT Abu Dhabi** to own all rights (excluding Moral Rights) in the Intellectual Property (including without limitation, all commercial and non-commercial rights of reproduction, exploitation, licensing, augmentation), including formally assigning those rights to **DCT Abu Dhabi** and ensuring any sub-contractors are obliged to do the same and do the same.

DCT Abu Dhabi shall be entitled, directly or indirectly, to make use of all Intellectual Property at its sole discretion without any reservation or claim from **CONTRACTOR**.

The **CONTRACTOR** acquires no interest in any document or material provided by **DCT Abu Dhabi**. Such documents or materials must be destroyed on termination of this Agreement.

14. WHOLE AGREEMENT

This Agreement, the documents referred to in it and any agreements relating to this Agreement entered into on the date of the Agreement between the parties contain the whole agreement between the parties relating to transactions contemplated by the Agreement and supersede all previous agreements between the parties relating to those transactions. In the event of discrepancy between any of the terms stated in this Agreement and any of terms stated in the schedules the former terms shall prevail.

15. EVENT OF CONFLICT

In the event of conflict between any of the terms and provisions stated in this Agreement and the terms stated in any of the attached schedules, the former shall prevail.

16. DISPUTE RESOLUTION AND JURISDICTION

16.1 This Agreement shall be governed by the laws of the United Arab Emirates, as applied and interpreted in the courts of Abu Dhabi.

16.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Abu Dhabi in the event of any dispute arising between the parties.





IN WITNESS whereof this Agreement has been signed by the authorized representatives of the parties.

For and on behalf of
DCT Abu Dhabi

For and on behalf of
Brunswick Gulf Limited

Name: **Saif Saeed Ghobash**

Title: **Undersecretary**

Date: _____

Name: **Heather Sterling Salmond**

Title: **Partner, Head of Brunswick Abu Dhabi**

Date: 4 Decense 2018

SCHEDULE 1
Cost Breakdown, Penalties & Detailed Scope of Work

1. Summary of Cost – Year 1						
Fixed price lump-sum		Year 1 fee: AED 2,148,943.00.				
Extra agreements		1. Press Office managed internally with support from Brunswick 2. Brunswick to provide one team member for half a day each week to work at LAD – day to be agreed//remain flexible				
2. Cost Breakdown						
S.N.	Deliverables Item	Description	UOM	Quantity	U. Price	Total Price
2.1	Strategic Communications Support	- Mapping a strategic document to ensure the museum's reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	Month	12	AED 37,383	AED 448,596
2.2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. - (Includes: crisis preparation plan and training)	Month	12	AED 44,888	AED 538,656
2.3	Media Relations	- Identifying and mapping key international media - Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media (Up to 2 x per month) - Advising and supporting with broadcast/ print media - Managing press trip logistics (identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 4x press trips and up to 10x journalists per year, indicative).	Month	12	AED 36,658	AED 439,896



2.4	Media Monitoring	- Louvre Abu Dhabi will provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	Month	12	FOC	FOC
2.5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Development of thought leadership pieces that can be distributed to key news outlets (1x per quarter)	Month	12	AED 19,950	AED 239,400
2.6	Project Management	- Management of materials - Weekly meeting to include agenda and action report - Monthly report on deliverables against fees and third party costs [to include weekly action reports] - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as printing of press kit materials, photography (only required as an option on an ad-hoc basis) - Any charges by third party suppliers will be paid by Louvre Abu Dhabi through retainer but management of the suppliers should be included within scoped cost.	Month	12	AED 5,000	AED 60,000





2.7	Revised Perception Audit	Conducting a Perception Audit with qualitative & quantitative phases, namely focus groups and interviews, which aim to assess: ▪ Awareness of Brand ▪ Impact and Perception of Brand ▪ Resonance of Louvre AD ads ▪ Testing of Narrative/Key Messages ▪ Museum Awareness ▪ Museum Perception ▪ Louvre AD Programs ▪ Inform Louvre AD business objectives, e.g. increasing footfall, loyalty, solidifying position of beacon of the arts & culture in the region, leader and convener of the arts platform in the UAE (and possibly regionally) The fees include all costs associated with project management, data collection and analysis, including: - 8 focus groups - Recruitment of focus group participants - Drafting of focus group discussion guide - Quantitative survey - Open-source research and analysis - Drafting of in-depth interview discussion guides - Interview recruitment and completion of in-depth interview sessions - Data analysis - Editorial content - Final presentation of results	Audit Report	1	AED 422,395.00	AED 422,395.00
Services to be used on-request						
2.8	Media Training	- Media training to prepare spokespeople for interviews with journalists. - Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (Fee based on one session per quarter) - Filming equipment to be provided by Louvre Abu Dhabi for training session.	Training Session (per day)	As required	AED 10,500	TBC





2.9	Additional Manpower	- Additional members from the agency – excluding the 2 members – to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. The additional members will be required per day and the service will be invoiced separately. - International team support with media relations via telephone or fly over to Abu Dhabi if needed. Louvre Abu Dhabi to cover any costs regarding flights and accommodation for any member of the international team from retainer.	Partner	1	AED 12,750	Dependent on requirement / invoiced separately
			Director	1	AED 6,250	Dependent on requirement / invoiced separately
			Officer (Executive)	1	AED 4,150	Dependent on requirement / invoiced separately
			Consultant	1	AED 10,500	Dependent on requirement / invoiced separately





1. Summary of Cost – Year 2						
Fixed price lump-sum		Year 2 fee: AED 1,726,548				
Extra agreements		1. Press Office managed internally with support from Brunswick. 2. Brunswick to provide one team member for half a day each week to work at LAD – day to be agreed//remain flexible.				
2. Cost Breakdown						
S.N.	Deliverables Item	Description	UOM	Quantity	U. Price	Total Price
2.1	Strategic Communications Support	- Mapping a strategic document to ensure the museum's reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	Month	12	AED 37,383	AED 448,596
2.2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. - (Includes: crisis preparation plan and training)	Month	12	AED 44,888	AED 538,656
2.3	Media Relations	- Identifying and mapping key international media - Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media (Up to 2 x per month) - Advising and supporting with broadcast/ print media - Managing press trip logistics (identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 4x press trips and up to 10x journalists per year, indicative).	Month	12	AED 36,658	AED 439,896



2.4	Media Monitoring	- Louvre Abu Dhabi will provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	Month	12	FOC	FOC
2.5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Development of thought leadership pieces that can be distributed to key news outlets (1x per quarter)	Month	12	AED 19,950	AED 239,400
2.6	Project Management	- Management of materials - Weekly meeting to include agenda and action report - Monthly report on deliverables against fees and third party costs [to include weekly action reports] - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as printing of press kit materials, photography (only required as an option on an ad-hoc basis) - Any charges by third party suppliers will be paid by Louvre Abu Dhabi through retainer but management of the suppliers should be included within scoped cost.	Month	12	AED 5,000	AED 60,000
Services to be used on-request						
2.7	Media Training	- Media training to prepare spokespeople for interviews with journalists. - Sessions are usually one-on-one but capped at 4 people MAX per session. Sessions can be conducted multiple times, as per the request from Louvre Abu Dhabi. (Fee based on one session per quarter) - Filming equipment to be provided by Louvre Abu Dhabi for training session.	Training Session (per day)	As required	AED 10,500	TBC





2.8	Additional Manpower	- Additional members from the agency – excluding the 2 members – to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. The additional members will be required per day and the service will be invoiced separately. - International team support with media relations via telephone or fly over to Abu Dhabi if needed. Louvre Abu Dhabi to cover any costs regarding flights and accommodation for any member of the international team from retainer.	Partner	1	AED 12,750	Dependent on requirement / invoiced separately
			Director	1	AED 6,250	Dependent on requirement / invoiced separately
			Officer (Executive)	1	AED 4,150	Dependent on requirement / invoiced separately
			Consultant	1	AED 10,500	Dependent on requirement / invoiced separately



Penalties

S.N.	Deliverables Item	Description	Penalties
1	Strategic Communications Support	- Mapping a strategic document to ensure the museum's reputation and brand are aligned with the organization's objectives. - Creating and updating a communications roadmap for the year that includes compelling stories to pitch to journalists (local and international) along with a timeline to ensure Louvre Abu Dhabi is positioned amongst the top international museums in the world.	If the communications roadmap and story bank is not updated on a monthly basis, a penalty of 10% is deducted from this portion of the fee.
2	Ongoing Crisis and Issues Management	- Monitoring all media 24/7 and flagging any negative or potentially damaging coverage that could affect the museum's reputation. - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control.	If flagging a crisis over an hour delay, a 10% deduction in the crisis management fee.
3	Media Relations	- Engaging with journalists and maintaining positive relationships with them. - Tracking communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic, English and French. - Developing and producing press releases and announcements to media. - Advising and supporting with broadcast/print media - Managing press trip logistics	If media relations are not managed properly, a penalty of 5% deduction per relationship is deducted from this fee. If supporting materials for press trips are not completed in a timely manner a penalty of 15% is deducted from this fee.
4	Media Monitoring	- Monitoring all media and giving daily summaries and updates on Louvre Abu Dhabi mentions in all media. - Louvre Abu Dhabi can provide Meltwater Monitoring access but agency should have their own monitoring platform for mentions in paid media that cannot be tracked by Meltwater. - Delivering a media monitoring report 24 hours after a major event, press conference, special exhibition, etc.	If monitoring and flagging major and negative news, a penalty of 20% is deducted from this portion of the fee.



5	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling / engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Speech development in English and French (in some cases we prefer this to be outsourced to dedicated writers but there should be a provision for 1 - 2 speeches per month by the agency for this requirement) - Development of thought leadership pieces that can be distributed to key news outlets.	If briefing documents are not delivered at least 3 days in advance or on requested date (with sufficient time given to the agency from Louvre Abu Dhabi), a penalty of 10% is deducted from this portion of the fee.
6	Project Management	- Monthly report on deliverables against fees and third party costs - Minutes of Meetings - Management of third party suppliers specified by Louvre Abu Dhabi for areas such as copywriting, speech writing, printing of press kit materials, photography (only required as an option on an ad-hoc basis)	If monthly reports are not delivered on a monthly basis, a deduction of 10% per invoice is to be applied. If minutes of meetings are not delivered by next day after meeting, a penalty of 5% is deducted from this portion of the fee. Inability to manage or issues caused with the third party suppliers due to the agency's improper actions, a penalty of 5% is deducted from this portion of the fee.
7	Additional Manpower	- Additional members from the agency that exclude the 2 members to be present with the team. Additional members would be required during peak time ie. special press events such as the arrival of Salvator Mundi or filming in the museum. - International team support with media relations via telephone or fly over to Abu Dhabi if needed.	If support is over an hour late on agreed date, a penalty of 10% is deducted from this portion of the fee per request. In the case of a no-show on an agreed date, a 20% penalty will be deducted from the project management monthly fee.



SCHEDULE 2
Form of Performance Bond

Date: [xxx]

To: [xxx]

Department of Culture and Tourism (DCT Abu Dhabi)
Abu Dhabi, United Arab Emirates.

Dear Sir,

PERFORMANCE BOND NO: [xxx]
FOR UAE DIRHAMS: [xxx]

We, the undersigned [Name of Bank] whose registered office is at [xxx] have taken notice of Contract No. [xxx] between Department of Culture and Tourism, Abu Dhabi, United Arab Emirates, hereinafter referred to as "DCT Abu Dhabi" and CONTRACTOR, whose Registered Office is [xxx], hereinafter referred to as "[xxx]" for the [project name], in the total Contract Price of AED [number]/- (UAE Dirhams [amount in words]).

In consideration of the above, we, [Name of Bank] as guarantor, hereby irrevocably and unconditionally guarantee and undertake on behalf of CONTRACTOR to pay DCT Abu Dhabi, any sum or sums up to a maximum of AED [number]/- (UAE Dirhams [amount in words]) which represents 10% (Ten percent) of the total Contract Price.

Upon receipt of DCT Abu Dhabi's written request addressed to us stating that CONTRACTOR failed to fulfill all or any of its obligations under the abovementioned contract at DCT Abu Dhabi's first demand and such payment shall be made without any restriction or conditions and without recourse and notwithstanding any objection from CONTRACTOR.

This Guarantee shall be valid as automatically renewed until [xxx] or DCT Abu Dhabi advises that CONTRACTOR has fulfilled all its contractual obligations, whichever is later.

Yours faithfully,
for and on behalf of
[Name of Bank]

Signed:
(Authorized signature)



AGREEMENT FOR THE PROVISION OF MEDIA & COMMUNICATION SERVICES FOR LOUVRE ABU DHABI - AMENDMENT NO.1

This amendment agreement (**Agreement**) is made on 02 February 2019 by and between

- 1) **Department of Culture and Tourism** whose address is P.O. Box 94000, Abu Dhabi, United Arab Emirates (**DCT Abu Dhabi**); and
- 2) **Brunswick Gulf Limited**, a Media Zone Abu Dhabi Branch whose address is P.O. Box 77800, Abu Dhabi, United Arab Emirates ("**CONTRACTOR**").

Individually each referred to as a Party and together the Parties

RECITALS

- A. The Parties entered into a managed security services agreement (Ref: LAD/C/SQ/18-003) (the **Principal Agreement**).
- B. DCT Abu Dhabi intends to supplement the Principal Agreement as prescribed in this agreement.

IT IS AGREED AS FOLLOWS:

1. General

- 1.1 The Recitals form an integral part of this Agreement and shall read together as one part.
- 1.2 Except as expressly amended by this Agreement, defined words and expressions contained in the Principal Agreement shall have the same meaning in this Agreement.
- 1.3 Except as expressly amended by the terms, conditions and provisions of this Agreement, the terms, conditions and provisions contained in the Principal Agreement shall continue in full legal force and effect.
- 1.4 In the event of any conflict of interpretation between this Agreement and the Principal Agreement this Agreement will prevail only in relation to the terms it expressly amends and the Principal Agreement will prevail in relation to all other terms.
- 1.5 Pursuant to clause 3(b) of the Principal Agreement DCT Abu Dhabi wishes to additional Services and the parties have agreed to amend the Principal Agreement accordingly.

2. Amendments

The Parties agree to amend:

- 2.1 DCT Abu Dhabi and the Contractor agree to amend the Clause 1.1 of the Principal Agreement to include the following defined terms:

French Translation Fee Cap: means AED 50,000.00, as per the rate set in Schedule 1 herein

Third Party Supplier Cost Cap: means AED 1000,000.00 to cover the cost of Third Party Supplier actually incurred

Third Party Supplier: means a DCT Abu Dhabi approved service provider, including but not limited to subscriptions, licenses... etc.

2.1 Clause 9 of the Principal Agreement so that its first paragraph is deleted in its entirety and replaced with the following:

- a) *In consideration of the observance and performance by the **Contractor** of its obligations under and in accordance with this Agreement, **DCT Abu Dhabi** agrees to pay the **Contractor** (based on the breakdown provided in Schedule 1) for the provision of the Services fees amounting in the aggregate to **AED 4,407,991.00** exclusive of VAT, penalty or deduction in the event of early termination or breach. The total fees payable including VAT of **AED 220,399.55** amount in aggregate to **AED 4,628,390.55** (the **Total Amount**).*
- b) In consideration of any DCT Abu Dhabi requested French Translation, DCT Abu Dhabi shall pay to the Contractor the agreed fee in relation to each request subject to the French Translation Fee Cap in accordance with the terms set out in the DCT Abu Dhabi approved purchase order or its equivalent.
- c) Subject to the Third Party Supplier Cost Cap, DCT Abu Dhabi will reimburse the Contractor for any approved Third Party Supplier costs which DCT Abu Dhabi has requested the Contractor to procure in writing under a purchase order or its equivalent.
- d) The Total Amount and any approved French Translation fees shall include (i) all the elements for the satisfactory delivery of the Service and French Translation (if relevant) in accordance with the timeline; and (ii) any third party and sub-contractor costs. Notwithstanding, the preceding, DCT Abu Dhabi shall not cover any additional expenses/costs in connection with the **Contractor's** performance of its obligations under this Agreement.

2.2 In case DCT Abu Dhabi decides to utilize the French Translation and Third Party Supplier, the price pertaining the service will be included in a separate line of the monthly invoice submitted by the Contractor.

French Translation and Third Party Supplier will be utilized at the sole discretion of DCT Abu Dhabi, without any obligation to use it during the agreement.

2.3 Schedule 1 of the Principal Agreement so that it includes the following supplemental services:



Term	1 February – 05 May 2019 (Fifteen months)	Fees
Description of additional Services	1. Proactive media outreach [locally]: - Planning, pitching and executing local media outreach in support of LAD's public programming [workshops, tours, unique events, festivals, etc.] - Work includes: developing media storyboard, pitching ongoing programming, distributing content [up to 1x photo caption/media alert per week], media management on-ground [in support of tier 1 media opportunities], artist interview coordination, and coverage follow ups.	AED 20,500 per month (Total: AED 307,500)
	2. Media Reporting: - Daily alerts: to be shared with LAD from tier one publications internationally, regionally, and locally, in three languages – English, French and Arabic - o Positive museum stories - o Industry news - o Relevant sensitive issues <i>*This is in addition to the flagging of negative news articles (deliverable 2.2 in original contract)</i> - Additional media summaries and reporting following <u>all Louvre Abu Dhabi news announcements</u>: - o 24 hours after announcement - o Updates of additional media pick up in week of announcement - o Final wrap at end of week <i>*Beyond the 4-6 media summaries following major museum moments per annum (such as exhibition openings), as agreed upon in the original contract, this now includes media summaries for all LAD announcements (more likely around 12-24 media summary reports per annum)</i> - Monthly coverage reports with key numbers: - o Total coverage - o Per language - o Per region, i.e. local, regional and international - o Top 5-10 pieces of coverage	AED 15,000 per month (Total: AED 225,000)
	3. French Translation: - Translation of press releases on an ad-hoc basis - AED 4 per word [for non-urgent translation] / AED 5 [if given less than 48hrs to translate]	As required
Total Cost		AED 532,500

3. This Agreement will be effective from 01 February 2019 and shall remain in force until the Expiry Date of the Principle Agreement.

4. All other terms of the Principal Agreement that are not expressly amended by this Agreement will remain in full force and effect and construed accordingly.





IN WITNESS OF which DCT Abu Dhabi and the Contractor have caused this Agreement to be executed on the date which first appears on page 1.

For and on behalf of
DCT Abu Dhabi

For and on behalf of
Brunswick Gulf Limited

Name: **Saif Saeed Ghobash**

Title: **Undersecretary**

Date: _____

Heather S.



Name: **Heather Sterling Salmond**

Title: **Partner, Head of Brunswick Abu Dhabi**

Date: 25/02/19

Engagement Letter No: 2

BRUNSWICK

Emma Cantwell
Acting Director of Marketing & Communications
Louvre Abu Dhabi
Saadiyat Cultural District
PO BOX 94000, Abu Dhabi, UAE

28 June 2019

Dear Emma

CONTRACT VARIATION - AMENDMENT NO. 2 TO CONTRACT NO. LAD/C/SQ/18-003

Amendment No. 2 amends Contract No. LAD/C/SQ/18-003 dated 6 May 2018 and Amendment No. 1, dated 2 February 2019 which were entered into between Abu Dhabi Department of Culture and Tourism and Brunswick Gulf Ltd ('the Parties') regarding the provision of media and communications services for Louvre Abu Dhabi.

Amendment No.2 removes services and sets out a new fee level as presented in Schedule A. Upon signature, Amendment No.2 will form part of the agreement between the Parties. In the event of a conflict between the terms set out in the original contract No. LAD/C/SQ/18-003 and Amendment No.1, Amendment No.2 shall take precedence.

Please confirm your acceptance of Amendment No. 2 by signing and returning a copy of this enclosed letter to us as soon as possible. Please do not hesitate to contact me if you would like to discuss this further. We look forward to continuing our support for Louvre Abu Dhabi.

Yours sincerely

*Rupert Young***Rupert Young**

Senior Partner, Head of Brunswick Gulf

We hereby agree to the terms of this letter

For and on behalf of Louvre Abu Dhabi

Name:

Title:

Signature:

Date:

*Emma Cantwell**Acting Director of Marketing & Communications**[Signature]**29/06/19.***Working globally from our 24 offices**

Abu Dhabi	Dubai	Mumbai	Sao Paulo
Beijing	Frankfurt	Munich	Shanghai
Berlin	Hong Kong	New York	Singapore
Brussels	Johannesburg	Paris	Stockholm
Chicago	London	Rome	Vienna
Dallas	Milan	San Francisco	Washington, D.C.

Brunswick Gulf Ltd

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twofour54
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Abu Dhabi, UAE
Telephone +971 2 234 4600

Registered & Licensed by Abu Dhabi Media Zone
Authority
Registered in England Number OC306588

برنزويك جلف ليميتد

ص.ب. 77800
507A - مكتب رقم
مجمع مكانب بارك روتانا
twofour54
أبوظبي، الإمارات العربية
المتحدة
هاتف: +971 2 234 4600

www.brunswickgroup.com

Schedule A

With reference to Point 2.2 within the original contract [Ongoing Crisis and Issues Management], we have agreed to remove the below points from the retainer, as these are deemed complete: - Creating a crisis management plan for worst case scenarios and reactivity for optimum damage control. - (Includes: crisis preparation plan and training)	AED 22,444
With reference to Point 2.5 within the original contract [Stakeholder Profiling and Engagement], we have agreed to remove all activity. This includes: - Creating a document that lists key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team. - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) - Development of thought leadership pieces that can be distributed to key news outlets (1x per quarter)	AED 19,950
With reference to Amendment No. 1, we have agreed to remove the Proactive media outreach [local], as this is no longer deemed a requirement. This includes: - Planning, pitching and executing local media outreach in support of LAD's public programming [workshops, tours, unique events, festivals, etc.] - Work includes: developing media storyboard, pitching ongoing programming, distributing content [up to 1x photo caption/media alert per week], media management on-ground [in support of tier 1 media opportunities], artist interview coordination, and coverage follow ups.	AED 20,500
Total Reduction in Fees	AED 62,894

New Fee Level

Amendment No.	2	Letter of Amendment Number	2
Client	Louvre Abu Dhabi		
Commencement	1 July	Fees per month	
New Fee	Provision of Media & Communication Services		AED 116,485

دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



STANDARD PURCHASE ORDER

Page 1 of 6

Purchase Order No.	: 4512026471	Section	: DCT- Tourist Destination Marketing Dept
Requisition No.	: 4511032230	PO. Date	: 25-SEP-19
Requester Name	: Duha Salih Ramadan	Buyer Name	: Shameer Cheerth
Agreement No.	:	Buyer Email	: shameer.cheerth@tcaabudhabi.ae
		Supplier No	: 16751

M/S . BRUNSWICK GULF
LIMITED

Address DUBAI , U.A.E.
P.O. BOX

Please supply and deliver the under mentioned items/as per your quotation

Deliver To : TCA Head Office
No Later than :

Description : PR Communication service for Qasr Al Hosn as per the Tender & Auction Committee Ref#TC-BF-2019-0123					
No	Item Description	Qty	Unit Price	Unit	Amount
1	(1)PR Communication service for Qasr Al Hosn as per the Tender & Auction Committee Ref#TC-BF-2019-0123				225,000.00
Two Hundred Twenty-Five Thousand Dirhams And Zero Fils***** (AED)					225,000.00

P.O Clause

Payment Terms :

30 days from the receiving original invoice

- Invoices against this PO should be submitted electronically at <https://aderp.abudhabi.ae>
- For User Name and Password enquires please contact helpdesk@dof.abudhabi.ae

Supplier must mention Purchase Order/Agreement number in Invoice document

Delivery Details:

Late Delivery

In the event of delivery beyond the agreed delivery Period

Vendor shall pay DCT by way of penalty an amount calculated

- One percent (1%) for the last week or part thereof
- Two percent (2%) every additional week or part of a week subject to maximum of ten percent (10%) of the cost of delayed Quantity/Item

Check the following Terms and Conditions.

For Supplier Use		For DCT
Receiving Date	Signature	Signature
25 SEP 2019	Date 26 SEP 2019	
Printed By : Shameer Cheerth		Approved By : Waleed Saeed Salem Al Saeedi
Printed Date : 25-SEP-2019		Approved Date : 25-SEP-2019

ص ب ٩٤٠٠٠ أبوظبي , الإمارات العربية المتحدة

هاتف +٩٧١٢٤٤٤٠٤٤٤ فاكس +٩٧١٢٤٤٤٠٤٠٠

PO Box 94000 Abu Dhabi, United Arab Emirates

t. +971 2 444 0444 f. +971 2 444 0400

W. tcaabudhabi.ae

All amounts set out in the PO are exclusive of VAT or other local applicable equivalent taxes, which will be paid at the rate and in the manner prescribed by applicable law, subject to receipt of a valid VAT (or equivalent) invoice.

Purchase Order No.	: 4512026471	Section	: DCT- Tourist Destination Marketing Dept
Requisition No.	: 4511032230	PO. Date	: 25-SEP-19
Requester Name	: Duha Salih Ramadan	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

The Department of Culture & Tourism (DCT), P.O. Box 94000, Abu Dhabi, United Arab Emirates

GENERAL TERMS & CONDITIONS

Issuance of any DCT Purchase Order/ Notice to proceed shall be subject to the provisions of these Terms & Conditions.

GC-1 DEFINITIONS AND EXPLANATIONS

For the purpose of these Conditions the words and expressions below shall have the following meaning:

*DCT Shall mean Department of Tourism and Culture of Abu Dhabi

i) Procurements:

Means procuring such materials/items/services, including any training/seminar/workshop to be provided by the Contractor/Vendor/Service Provider pursuant to DCT Purchase Order, such technical specifications/details/methodology and within such timeline as may be specified by DCT or otherwise expressly communicated between DCT and the Contractor/Vendor/Service Provider at the Price specified in the Purchase Order including any Amendment/Variation thereto and subject to the terms and conditions herein.

ii) Notice to Proceed:

Means a Letter of Award or other written instruction/confirmation /from DCT notifying Contractor/Vendor/Service Provider to commence performance of its obligations under the Purchase Order.

iii) Approval

Means the written approval, including the subsequent written confirmations for any previous verbal approvals.

iv) Acceptance

Means official acceptance by DCT in writing of receipt of respective materials/items/services/training, including any Provisional Acceptance and/or Final Acceptance as may be applicable.

v) Variation(s)

Means such variation(s) to a Purchase Order which may include, but not to be limited to, any additional/new requirement to the scope of supply/services or specification or change to those existing, or any change to the implementation schedule/work programme or methodology.

GC-2 PERSONNEL

Contractor/Vendor/Service Provider shall at all times be responsible and liable for the welfare and all acts or omissions of its personnel and shall only employ such personnel/subcontractors who are sufficiently trained and experienced in the methodology and techniques, including knowledge of the specific materials to be used for applicable project(s) and, to effectively and efficiently perform the works/services and shall provide to the satisfaction of DCT if so required evidence to that effect. In case DCT deems any of Contractor/Vendor/Service Provider's personnel not appropriate for the project, Contractor/Vendor/Service Provider will immediately replace such personnel at Contractor/Vendor/Service Provider's expense and without affecting or delaying the implementation of the subject matter of DCT's respective Purchase Order(s) and of any Variation(s) thereto. All Personnel, representative/agents of the Contractor/Vendor/Service Provider shall be deemed to be fully under the employment of the Contractor/Vendor/Service Provider and therefor shall not cause to exist any employer-employee relationship between DCT and the Personnel. The Contractor/Vendor/Service Provider shall not cause DCT to be liable for any claim/compensation, in whatsoever form and/or howsoever arising in that respect. Contractor/Vendor/Service Provider shall ensure all employees, subcontractors receive their monthly remuneration in connection with the works

Purchase Order No.	: 4512026471	Section	: DCT- Tourist Destination Marketing Dept
Requisition No.	: 4511032230	PO. Date	: 25-SEP-19
Requester Name	: Duha Salih Ramadan	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

promptly and in accordance with their respective employment contracts and shall provide if so required written confirmation to DCT that this has been effected.

GC-3 INDEMNITY INSURANCE AND WARRANTY

3.1 The Contractor/Vendor/Service Provider shall with respect to the performance of the scope of procurement/services be responsible for complying with all applicable statutes, decrees, rules and regulations with regard to the subject matter herein and shall be liable of any breach or non-compliance of obligations in whatsoever nature and, indemnify, defend and hold DCT harmless from and against any liabilities, costs, claims, loss or damage for death, illness or injury or damage to the property to any third party to the extent that it is directly responsible for same subject always to the provisions of clause 3.2 below

3.2 Notwithstanding any other provision in any terms and conditions forming part of this agreement to the contrary, (i) Contractor/Vendor/Service Provider's total aggregate liability for any and all loss or damage arising under or in connection with this agreement and any services delivered under any applicable Purchase Order whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 100% of the Contractor/Vendor/Service Provider's charges for the applicable service and (ii) neither party shall be liable in contract, tort (including negligence), strict liability, indemnity or otherwise for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused.

3.3 If necessary, during the work implementation and for such other period as may be required until fulfilment of Contractor/Vendor/Service Provider's obligations, Contractor/Vendor/Service Provider shall obtain and maintain applicable insurance covers and be fully responsible for payment of relevant premiums and deductible thereof. If required by DCT the Contractor/Vendor/Service Provider shall give DCT an Insurance Confirmation Letter confirming that the required Insurance Policies have been effected in accordance with this Contract and all applicable laws.

3.4 At least annually and if required, the Contractor/Vendor/Service Provider shall provide DCT with further Insurance Confirmation Letters reconfirming that the Insurance Policies have been effected in accordance with this Contract and all applicable laws and also notifying DCT of any changes to the terms of the Insurance Policies

3.5 Contractor/Vendor/Service Provider shall ensure that the Insurer has agreed to waive all rights of subrogation against DCT, its Affiliates, officers, directors, employees, agents and contractors

3.6 Warranty and (DLP) Defects Liability Period The Contractor/Vendor/Service Provider warrants that services carried out under this Agreement shall be free from defect in material, workmanship, performance and design and Contractor/Vendor/Service Provider will repair the work, which failed under normal use and service within twelve (12) months following the provisional acceptance of work by DCT

GC-4 HEALTH AND SAFETY

Contractor/Vendor/Service Provider shall carry out the Services in accordance with all applicable HSE quality assurance and control policies, guidelines, standards, procedures and requirements of DCT and all relevant Authorities (whether contained in applicable laws, Protocols, plans, manuals or otherwise) and any other requirement which DCT may notify to the Contractor/Vendor/Service Provider from time to time

GC-5 CONFIDENTIALITY

All technical, commercial and/or miscellaneous information, all related documentation in whatever form (hereinafter referred to as "information") which DCT may furnish to the Contractor/Vendor/Service Provider or has furnished in anticipation of issuance of its Purchase Order shall fully be owned by DCT. Unless DCT agrees otherwise in writing, such information: (a) shall be treated in confidence by Contractor/Vendor/Service Provider; (b) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized and (c) shall, together with any copies thereof, be returned or destroyed when no longer needed. Contractor/Vendor/Service Provider may be required to sign an (NDA) or Non-Disclosure Agreement with DCT or any of its Subcontractors.

Purchase Order No.	: 4512026471	Section	: DCT- Tourist Destination Marketing Dept
Requisition No.	: 4511032230	PO. Date	: 25-SEP-19
Requester Name	: Duha Salih Ramadan	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

GC - 6 PERFORMANCE BOND/RETENTION

Contractor/Vendor/Service Provider shall, within ten days of issuance of DCT Purchase Order, submit to DCT an unconditional Performance Bank Guarantee in the format specified in Appendix - C, in the amount equivalent to 10% of the total value of the Purchase Order as a guarantee for the Contractor's/Vendor's/Service Provider's commitments to DCT. Alternatively, DCT may at its sole discretion, retain an amount equivalent to 10% of the total value of the Purchase Order either from the first payment or prorated from respective payments as applicable. Such retained amount shall be released upon completion of all respective obligations of the Contractor/Vendor/Service Provider.

GC-7 INTELLECTUAL PROPERTY RIGHTS

The Contractor/Vendor/Service Provider obtains no IP Rights to the DCT Supplied Information and, unless otherwise agreed, the DCT Supplied Information may only be used by the Contractor/Vendor/Service Provider for the purpose of performing the Services.

All deliverables/materials as provided by Contractor/Vendor/Service Provider as part of the scope or work/services/deliverables under this Appendix-A shall be owned by DCT with unlimited worldwide usage & copy rights and DCT shall be entitled, either directly or indirectly to make use of such deliverables/materials for any purposes as it may deem fit and proper at its sole discretion without any reservation and/or claim, whatsoever, from the Contractor/Vendor/Service Provider.

GC-8 DCT SUPPLIED INFORMATION

Except as expressly provided by this Contract, the Contractor/Vendor/Service Provider shall not be entitled to any claim/variation arising from or in connection with the inaccuracy, incompleteness or inadequacy of the DCT Supplied Information or the non-provision of any other information or documentation supplied by DCT and shall have satisfied itself fully and checked that the information/documentation supplied by DCT is correct and if any errors or omissions are found to notify DCT immediately.

GC-9 PAYMENT AND INVOICING

Invoices submitted by the Contractor/Vendor/Service Provider shall be settled by DCT normally within 30 days from the date of receipt of invoice, unless DCT disputes the correctness thereof. Payment shall be effected by way of bank transfer to the designated account of the Contractor/Vendor/Service Provider as mentioned in the invoice. If proposed by DCT only, any advance payment requirement would be met by DCT only against furnishing of unconditional advance payment bank guarantee in the equivalent amount otherwise no advance payment shall be proposed by the vendor. The financial breakdown shall be presented progressively in arrears on a separate document,

GC-10 TAXES

Contractor/Vendor/Service Provider shall be responsible for all taxes, including but not limited to all excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, franchise, employment and personal property taxes.

However, all sums payable by DCT are exclusive of VAT, and DCT shall pay the Contractor/Vendor/Service Provider the amount equal to any applicable VAT due on those sums after the receipt by it from the Contractor/Vendor/Service Provider of a Tax Invoice. VAT and Tax Invoice have the meanings respectively given to them in Federal Decree - Law No. (8) of 2017 on Value Added Tax.

GC-11 VARIATION(S) AND EXTENSION(S) OF TIME

At any time, either party may give the other party a Notice announcing a Variation/Extension of Time.

11.1 If the Variation Notice is given by DCT, the notice shall include details of the proposed Variation. Upon receipt of

Purchase Order No.	: 4512026471	Section	: DCT- Tourist Destination Marketing Dept.
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Requester Name	: Duha Salih Ramadan	Buyer Name	: Shameer Cheeroth
Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

the Notice the Contractor/Vendor/Service Provider shall give DCT a notice (together with full supporting details) setting out;

- (a) Any objection Contractor/Vendor/Service Provider has to the variation
- (b) Detailed breakdown of any cost associated with the proposed variation
- (c) Any Impact to the implementation schedule

If the Variation Notice is given to DCT by Contractor/Vendor/Service Provider then the notice must be given within 7 days of the Contractor/Vendor/Service Provider becoming aware of the event causing the variation and include all of the supporting requirements within GC-11 (a) (b) and (c)

11.2 The Contractor/Vendor/Service Provider is not entitled to any payment (pursuant to this Agreement or otherwise at law) in relation to any variation of the Services unless that variation has been agreed or determined in accordance with this clause GC-11

11.3 Contractor/Vendor/Service Provider shall proceed with the implementation of such Variation(s) immediately without refusal for whatsoever reasons and shall not jeopardise the works.

11.4 Within 28 days after receipt of a Variation Notice from the Contractor/Vendor/Service Provider, DCT shall provide a notice setting out any objection DCT has to the proposed Variation.

GC-12 DELAY PENALTY

If the Contractor/Vendor/Service Provider fails to complete the Work in accordance with the implementation schedule or specified payment/delivery milestones or on/before the date of Completion due to any reason which is attributable to the Contractor/Vendor/Service Provider, then the Contractor/Vendor/Service Provider shall pay to DCT as and by way of Penalty resulting from the delay in accordance with the penalties provided against each milestone if available or, 0.1% of the total Contract value for each day and pro-rata for parts thereof, for delay beyond the specified milestone/completion date or dates, subject to a maximum of 10% (ten per cent) of the total Agreement Price.

GC-13 SUSPENSION OF WORKS

13.1 Notwithstanding anything to the contrary, DCT may for its own convenience suspend and/or terminate the Agreement either in whole or in part at any time by giving written notice to Contractor/Vendor/Service Provider, whom shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. Contractor/Vendor/Service Provider shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by DCT until and upto such date of suspension/termination.

GC-14 TERMINATION OF WORKS

14.1 If during the course of this Agreement, Contractor/Vendor/Service Provider shall be in breach of its obligations and DCT shall so inform Contractor/Vendor/Service Provider by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by DCT) after such notice, then DCT may immediately terminate the services of Contractor/Vendor/Service Provider by Notice in writing. Following such termination DCT shall pay to the Contractor/Vendor/Service Provider (a) such sums as are properly due and payable to the Contractor/Vendor/Service Provider for its performance of its obligations under this Agreement up to and including the effective date; and (b) any reasonable direct costs of demobilization (excluding machinery, equipment or personnel or repatriating personnel) arising from the termination of this Agreement.

DCT may also claim from the Contractor/Vendor/Service Provider all direct cost, losses or damages incurred by DCT as a result of such failure. If the Performance Guarantee/Retention was not sufficient to cover these losses and damages, Contractor/Vendor/Service Provider shall promptly pay DCT, upon its request, such difference in value. Any failure from the Contractor/Vendor/Service Provider in this respect will constitute a legal debt to DCT with all relevant rights thereto reserved by DCT.

14.2 Without prejudice to DCT's other remedies, the 10% retention amount pursuant to Clause GC-6 hereof shall be

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Agreement No.	:	Buyer Email	: shameer.cheeroth@tcaabudhabi.ae
		Supplier No	: 16751

unconditionally confiscated in full without recourse if Contractor/Vendor/Service Provider services are terminated by DCT.

GC-15 WITHDRAWAL OF THE WORK FROM CONTRACTOR/VENDOR/SERVICE PROVIDER

In the event that the Contractor/Vendor/Service Provider shall forthwith cease to provide its services under this Agreement then, DCT may at its option continue availing similar services from a third party. Contractor/Vendor/Service provider shall, if so required by DCT, within 7 (seven) days of the date of termination assign to DCT without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of Contractor/Vendor/Service suppliers obligations to DCT.

GC-16 FORCE MAJEURE

Neither party shall be in default, nor assume any liability for consequences arising out of the interruption of their respective obligations by force majeure, i.e., by strikes, Lockouts, or other labour disputes which delay work, epidemics, fires, floods, unusually severe weather or any other natural disturbances of Acts of God or of the public enemy, acts of Governments, and civil commotion, riot, insurrection or hostilities whether or not declared war, restrictions due to quarantines, blockades, embargoes; and all similar causes beyond the reasonable control of the parties and/or without the fault or negligence of the Parties. The parties shall make their best endeavour to circumvent such events that result in a delay. The party claiming force majeure shall immediately upon occurrence, notify the other party if practical stating the estimated consequences. A delay resulting from any of the stated events shall suspend performance, and extend the period of performance up to a period mutually agreed upon by both parties. Onus to prove the occurrence of such events lies on the party claiming its invocation. If the force majeure situation lasts more than a reasonable time, alternative course of action shall be resorted by the unaffected party.

GC-17 CONFIRMATION BY SUPPLIER

Contractor/Vendor/Service Provider confirms that has properly taken care of all requirements and concerns of DCT in respect of its Scope of Services under this Agreement and shall be fully obliged to provide all necessary Services thereof to the full satisfaction of DCT and warrants that the agreement price is full and final and sufficient to ensure the delivery of all elements required to deliver the scope of services or project

GC- 18 CHOICE OF LAW AND RESOLUTION OF DISPUTES

The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the emirate of Abu Dhabi and/or United Arab Emirates. DCT and Contractor/Vendor/Service Provider agree that, any dispute or claim which may arise regarding the application or interpretation these terms and conditions shall be resolved amicably between DCT and Contractor/Vendor/Service Provider. However, if no amicable settlement is found to be possible, then the same shall be adjudicated by the Courts of Law in the United Arab Emirates.

Signed on behalf of:

The Department of Culture & Tourism (DCT)

By:



Signed for and on behalf of Contractor/Vendor/Service Provider

By: * ADHAM HARB



دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



AMENDMENT TO PR SERVICES AGREEMENT

BETWEEN

DEPARTMENT OF CULTURE AND TOURISM (DCT)

AND

BRUNSWICK FZ LLC – ABU DHABI

CONTRACT NO.: Off-CMS-SMD-2019-Q3-012

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



THIS AMENDMENT is made on 18th November, 2019 between

1. **Department of Culture and Tourism** of PO Box 94000, Abu Dhabi, United Arab Emirates (**DCT**) of the one part
and
2. **Brunswick FZ LLC – Abu Dhabi**, a limited liability company established in Abu Dhabi whose address is P.O. Box 77800, Abu Dhabi, United Arab Emirates (**Brunswick**) of the other part.

RECITALS

The parties signed agreement reference no. DCT-P-T-SJ-19-061 dated 11th September, 2019 (the Principal Agreement).

The parties wish to amend the Principal Agreement as set out in this Amendment.

THE PARTIES AGREE AS FOLLOWS:

1. The Recitals are part of the Amendment.
2. The parties agree to amend the Principal Agreement as follows:
 - Avail additional services from Brunswick as below;
 - PR Services for Qasr Al Hosn from 01-Sep-2019 to 31-Dec-2019
 - PR Services for Culture Summit 2020 from November, 2019 to November, 2020.
 - DCT agrees to pay an additional fee of AED 704,800/- (AE Dirhams Seven Hundred Four Thousand Eight Hundred Only) for the additional services provided by Brunswick as per the below breakdown and commercial proposals attached hereto as Annexure-01.
 - PR Services for Qasr Al Hosn – AED 300,000/-
 - PR Services for Culture Summit 2020 – AED 404,800/-
 - Total fee as per the principal agreement is revised to AED 3,004,800/- (AE Dirhams Three Million Four Thousand Eight Hundred Only) including the additional fee.
3. This Amendment is governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi.

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118

دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



4. Any provision of the Principal Agreement not amended by this Amendment will continue in full force and effect.

IN WITNESS OF WHICH, the parties have signed this Amendment.

Signed for and on behalf of
Department of Culture and Tourism

Saif Saeed Ghobash
Undersecretary

Signed for and on behalf of
Brunswick FZ LLC – Abu Dhabi

Heather Sterling Salmond
General Manager



دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM



Annexure – 01

Services, Commercial Proposal & Payment Schedule

Services and Scope of Work	1. Strategic Communications Support ○ Creating and updating a communications roadmap for the three-month project (September 1 – December 31, 2019) that includes compelling stories to pitch to journalists (local and regional) along with a timeline to ensure the right positioning for QAH locally, regionally and internationally. ○ Drafting PR plans including key messages and critical path of announcements for Al Hosn ○ Drafting briefing books and speeches for Al Hosn spokespeople 2. Ongoing Crisis and Issues Management ○ Monitoring media and flagging any negative or potentially damaging coverage that could affect QAH's reputation. ○ Ongoing issues management and advisory 3. Media Relations & Press Office ○ Identifying and mapping key local and regional media ○ Running pro-active media outreach plan ○ Track communications schedule based on strategic document created ○ Developing and updating press kits, Q+A's, briefings, in Arabic and English. ○ Developing and producing press releases and announcements to media (Up to 3 x per month) ○ On-site support during the festival [Dec 7 – 14, 2019] – up to 2 hours per day ○ Managing press trip logistics (identifying targets, inviting/pitching, planning trips, managing press on-ground – 1x press trip and up to 20x journalists). 4. Stakeholder Profiling and Engagement ○ Identifying stakeholder engagement opportunities (talks, panel discussions, conferences, MoU ... etc.) ○ Preparing briefs for stakeholders and running pre-briefings ○ Staffing these opportunities (members that are scoped and not additional members of the agency's team). ○ Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps) 5. Project Management ○ Management of materials ○ Weekly meeting to include agenda and action report ○ Monthly report on deliverables against fees and third-party costs [to include weekly action reports]
Fees (currency of payment)	AED 75,000.00 monthly [for Al Hosn site including Qasr Al Hosn and the Cultural Foundation] + 5% VAT
Fees (total and structure)	AED 300,000.00 + 5% VAT

128



Proposal for Culture Summit 2020

September 2019

BRUNSWICK ARTS

118

Ali Abu Amer
Culture Planning and Development Department
Department of Culture and Tourism – Abu Dhabi
Nation Towers Corniche, Building B – Abu Dhabi
PO Box 94000
United Arab Emirates

8 October 2019

Dear Ali,

Thank you for inviting us to submit a proposal to support Culture Summit 2020 on local and international media engagement. We are very much looking forward to the opportunity to assist you in reaching key media targets and support you in growing the global reputation for this event.

Having worked on the 2018 edition of Culture Summit, we are keenly aware of the opportunities and challenges in garnering international media attention for this project and believe we are well-positioned to advise on the best approach. The following proposal outlines our campaign strategy, timeline and target media to accomplish DCT's goals.

Brunswick Arts has significant experience enhancing the reputation of cultural organisations around the world, including event and culture-focused media relations and publicity. In recent years, we have been proud to support, amongst others, Louvre Abu Dhabi, the National Pavilion of the UAE at the Venice Biennale, the British Museum, Christie's, the Art Institute of Chicago, the Brooklyn Museum, and Cooper Hewitt/Smithsonian Design Museum with a variety of media relations and press campaigns.

Through this work, we have elevated institutional visibility and established lasting media relations for our clients with key writers and editors. As part of Brunswick Group, which supports clients in the financial, technology, public policy, and education sectors – including the World Economic Forum at Davos – we can also draw on a wide network of industry experts and sector specialists.

Thank you again for inviting us to work with you. We are eager to support you on this exciting moment within Abu Dhabi's cultural calendar.

Yours sincerely,

Tristan Hills-Bos
Partner, Brunswick Arts

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Proposal for Culture Summit 2020

Situational Analysis

Culture Summit presents a dynamic platform in the Middle East for conversations on the role of culture in bridging various sectors of society – from technology to public policy to education – and promoting positive change. As a convener of top delegates, cultural institutions and corporations from across the world, Culture Summit positions Abu Dhabi as a thought leader in this space as well as a hub of culture and innovation. As we understand, the theme of the 2020 summit is creative industries and cultural economies, a topic of growing relevance – especially among developing cities – that we expect will be of great interest to media and stakeholders. In addition, Culture Summit has expanded its partnerships to include significant international names including UNESCO, Google and The Economist, adding to the prestige and potential reach of the event.

However, there are a few challenges and considerations, including:

- Lack of awareness for Culture Summit internationally and minimal understanding of how these events contribute to a global conversation.
- The large number of global conferences that already exist and that are competing for international attention.
- Decrease in media coverage immediately following a conference, due to a lack of content to support media conversations beyond the days of the event.
- Lack of context and global awareness of how DCT's cultural initiatives contribute to the city's wider role as a cultural hub; Culture Summit presents strong opportunities to link these initiatives closer together and change perceptions of the city from a place that "imports" culture to a place that is creating new cultural narratives.
- International media can be critical of the region. Issues such as labour rights may come up.

Scope of Work

We propose starting the Culture Summit 2020 contract in November 2019 for a period of 12 months to end in November 2020. The scope of work would encompass the following. Please note this is a suggested timeline and subject to change.

November – December 2019

Phase 1 | Campaign Planning and Soft Launch

Strategy Workshop

We would begin with a strategy and planning workshop with your team – to be held over one to two sessions – to discuss the following:

- Narrative and key messages for the 2020 summit
- Challenges and opportunities – as part of this we would conduct a perceptions audit of key international stakeholders and media to better understand their knowledge and perceptions of Culture Summit and how we can tailor the messaging to address these external viewpoints
- The 2020 programme and its key themes and topics
- Spokespeople for the 2020 summit and profile-raising opportunities for summit leadership
- Target media, not just in arts and culture, but also in mainstream news, business, tech, and innovation outlets
- Potential media partnerships (in addition to *The Economist*)
- How Brunswick can support on suggesting panellists and attendees, drawing from our global network of clients across various industries in finance, culture, tech, public policy, business, education, etc.

- Ideas for events and activations outside of the summit days that could generate media coverage and international awareness

The deliverables from this workshop will include:

- Agreed narrative and key messages for Culture Summit 2020
- Confirmed spokespeople
- Confirmed target media outlets
- Media outlets for DCT to approach for partnerships
- List of potential panellists that Brunswick can approach for participation
- Month-by-month timeline of deliverables for the campaign

Soft Launch During Abu Dhabi Art 2019

To begin building buzz for Culture Summit 2020, we suggest exploring a soft launch event to take place during Abu Dhabi Art in November 2019, when many key players in arts and culture will be in town for the fair. This event could take the form of a small breakfast or cocktail reception with a short-panel discussion to introduce the theme of Culture Summit 2020 and distribution of available collateral at that time, such as the partners and any confirmed speakers or panels.

January – March 2020

Phase 2 | Full Campaign Launch and Pre-Summit Outreach

Campaign Launch

We recommend fully launching the international media campaign in early January 2020 with a first press release announcing the dates of the conference, the theme and preliminary programming elements including key speakers, panels and partners.

Media Outreach and Press Trip Planning

Following this announcement, we would begin targeted international media outreach to raise awareness of the summit and entice media to attend and cover the event. This outreach would include:

- One-on-one relationship building meetings for Culture Summit spokespeople
- Op-ed opportunities for Culture Summit spokespeople tied to the themes of the conference
- Event listings of Culture Summit in target international publications
- Organisation of an international press trip for the summit, consisting of up to 10 media from key regions, including the UK, Germany, France, China, Russia and the Arab world (exact target regions to be determined in collaboration with DCT)

Note: Most articles will appear either just before, during, or right after Culture Summit, as media will always prefer to time their articles to an event for a stronger news hook.

International Pre-Summit Event

In order to raise awareness of Culture Summit outside of Abu Dhabi prior to the event, we advise holding a short panel and/or cocktail reception in a key international territory, such as New York or Washington DC, London, or Hong Kong. The event would give a taste of what to expect at Culture Summit 2020 and engage stakeholders and media in order to cultivate relationships. We could also build a programme of one-to-one meetings around the event for Culture Summit and DCT's leadership.

This pre-summit moment could be timed to a major international art event in the months leading up to Culture Summit, such as The Armory Show (March 2020) or Art Basel Hong Kong (March 2020), to gain visibility among the global influencers that attend these events.

April 2020

Phase 3 | Summit Month

On-Site Media Support

Brunswick Arts will provide English- and Arabic-language media support for the summit itself. This would include accompanying the international press trip, overseeing international broadcast crews onsite, managing interviews with international media and providing support and advice on any critical issues that may arise.

International Media Engagement

Rather than providing a media function that is purely reactive, we propose to institute a global media outreach programme that is proactive. This would be focused around the programming, participants, key spokespeople and partners for Culture Summit.

We work across a wide range of high-profile projects in the arts and cultural sector, and have excellent relationships with international art, design, luxury, lifestyle, consumer and current affairs media.

While we will assist in producing English-language press materials, this proposal excludes translations into Arabic or other languages. We will work with DCT's international offices on the translation and distribution of content.

Your press materials will be used by our team at regular media meetings with journalists from specific disciplines. We will look to build a bespoke media list that extends and complements your existing relationships and network. We will support you in strengthening relationships with important international media within target territories, and act as a fully functioning extension of your press office for media published outside of the region. Within our communications strategy, we would work up a hit-list of key media outlets and journalists with the influence to build the brand of Culture Summit internationally. Examples include:

International news outlets and current affairs:

- CNN
- Die Welt
- Le Figaro
- Le Monde
- New York Times
- Quartz
- The Independent
- South China Morning Post
- The Hindu
- Frankfurter Allgemeine Zeitung
- New Statesman
- The Week

International arts and culture media:

- ArtNet
- ArtNews
- Artsy
- ArtAsiaPacific
- Frieze

Business, technology and innovation:

- Bloomberg
- Financial Times
- Wall Street Journal
- Hong Kong Economic Times
- Business Insider
- Fortune
- Forbes
- Fast Company
- WIRED

- The Art Newspaper
- Cultured
- Galerie
- Le Quotidien de l'Art
- Monocle
- Le Quotidien de l'Art

Personnel

We have assembled the below team to perform the work outlined above:

- **Tristan Hills-Bos**, Partner, Dubai – Advisor
- **Liza Eliano**, Account Director, Abu Dhabi – Account Driver
- **Christopher Calvert**, Associate, London – International Lead
- **Sana Yamlikha**, Executive, Dubai – Account Coordinator

Full biographies for each proposed team member are available in the appendix.

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Fees

Based on the work outlined above, we propose a total fee of AED 404,800 with a breakdown of AED 67,466.6 per month for 1 November 2019 – 30 April 2020.

This cost includes creating original English and Arabic content and excludes translations of content to other languages, and cost of flights and accommodations for press trip journalists and Brunswick secondees from international offices.

Serial	Deliverables Item	Description	Fee
1	Strategic Communications Support	- Mapping a strategic document to ensure Culture Summit's position, reputation and brand are aligned with DCT's objectives. - Creating and updating a communications roadmap for the 12-month project that includes compelling stories to pitch to journalists (regional and international) along with a timeline to ensure the right positioning for Culture Summit regionally and internationally as a global platform to discuss the role of culture in promoting positive change.	AED 55,200
2	Media Relations & Press Office	- Identifying and mapping key regional and international media - Running pro-active media outreach plan - Track communications schedule based on strategic document created - Developing and updating press kits, Q+A's, briefings, in Arabic and English. - Developing and producing press releases and announcements to media (<u>Up to 6 press releases</u>) - Advising and supporting with broadcast/ print media - Managing press trip logistics (<u>identifying targets, inviting/pitching, planning trips, managing press on-ground – up to 1x press trip and up to 10x journalists</u>)	AED 239,200
3	Stakeholder Profiling and Engagement	- Creating a document that list key stakeholder profiling/ engagement opportunities for the year - Preparing briefs for stakeholders and running pre-briefings - Staffing these opportunities (members that are scoped and not additional members of the agency's team). - Providing debrief report including the success of the opportunity (who was engaged with / feedback for spokesperson and next steps)	AED 55,200
4	Project Management	Management of materials	AED 55,200

		- o Weekly meeting to include agenda and action report - o Monthly report on deliverables against fees and third-party costs [to include weekly action reports]	
TOTAL AMOUNT			AED 404,800 + 5% VAT

Yours sincerely,

Tristan Hills-Bos

Partner, Brunswick Arts

Appendix (A)

Your team for Culture Summit 2020:



Tristan Hills-Bos, Partner, Dubai

Tristan heads Brunswick Arts in the Middle East. Working on strategic communications campaigns across visual arts, film, design and architecture, performing arts, literature and photography, he oversees Brunswick Arts' diverse regional client network.

Tristan's key projects include Louvre Abu Dhabi, the Royal Opera House Muscat, Qasr Al Hosn, Abu Dhabi's Cultural Foundation, the Abu Dhabi Festival, Image Nation, the Department of Culture and Tourism - Abu Dhabi, Dubai Culture and Arts Authority, and the UAE National Pavilion at the Venice Biennale. In recent years, Tristan has specialized in the global launch of major, complex cultural institutions and exhibitions, such as Louvre Abu Dhabi, the first universal museum in the Arab World, Qasr Al Hosn, Abu Dhabi's most important historical site, and the Royal Opera House of Muscat's new building - the Royal Opera House of Musical Arts. He also helped launch the Dubai Photo Exhibition, the world's largest photography exhibition in 2016.

Tristan holds an MA (Hons) in International Relations from the University of St. Andrews and worked as a specialist Middle East analyst before moving into strategic communications. He understands basic Arabic, and currently sits on the board of the Jean Paul Najar Foundation.



Chris Calvert, Associate, London

Prior to joining Brunswick Arts, Christopher worked for the Mayor of London, leading the culture and communities news desk. During his time there, he headed up campaigns for the unveiling of the first statue of a woman in Parliament Square, launched the UK's first-ever Night Czar, launched the London Borough of Culture initiative and led on the international #LondonIsOpen comms campaign, following the UK's decision to leave the EU. Christopher previously worked for English National Opera for over four years as Head of Media, and before that worked for English Touring Opera in their marketing and press team. Christopher graduated from Royal Birmingham Conservatoire in 2008 with a Bachelor's degree in Music.



Liza Eliano, Account Director, Abu Dhabi

Liza has deep experience developing international cultural communications campaigns as well as advising on a range of issues from crisis communications to event planning to advertising and social media best practices. Prior to joining Brunswick, Liza worked at the arts and culture communications agency FITZ & CO, where she supported on a range of accounts including art fairs (Art Basel in Miami Beach, Hong Kong and Basel, Switzerland), museums and galleries (The Noguchi Museum, The Drawing Center, Cheim & Read, Tina Kim Gallery) artist foundations (the Robert Rauschenberg Foundation), and international biennials (the National Pavilion of the UAE at the 56th Venice Biennale and Sharjah Biennial).

Prior to FITZ & CO, Liza was an Associate Publicist for Random House, Inc. where she managed the social media accounts for the Random House Publishing Group division and helped organize special events for authors. Liza holds a Bachelor's degree in Art History from Barnard College and was born and raised in New York.

HP

BRUNSWICK **ARTS**

113

Payment Schedule - PR Service for QAH

	FY 2019				TOTAL AED
	SEP	OCT	NOV	DEC	
QAH	75,000.00	75,000.00	75,000.00	75,000.00	300,000.00

118

Payment Schedule - PR Services for Culture Summit 2020

	FY 2019	FY 2020											TOTAL
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	AED
Culture Summit	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.33	33,733.37	404,800.00

Engagement Letter No: 1

Amendment No: 1

BRUNSWICK**Joe Laham (cc Jennifer Francis and Emma Cantwell at Louvre Abu Dhabi)**

TBWA/ RAAD Middle East LLC

Emaar Square

Building No 1 Level, 6

PO Box 40604

Dubai UAE

28 February 2018

Dear Joe,

LETTER OF AMENDMENT NUMBER 1**Brunswick scope of work and fee from 1 February to May 31, 2018**

This Amendment No: 1 ("Amendment") amends Contract No TCAAD/P/T/SH/16-105 dated 18 October 2016 ("Amendment") which we entered into with you in connection with Louvre Abu Dhabi ("Services").

The amendments to the Engagement Letter and Amendment Letter are presented in Schedule A. Upon signature of this Amendment, these amendments will form part of the Engagement Letter.

In the event of a conflict between the terms set out in this Amendment and the Engagement Letter [and any earlier signed written amendments to the Engagement Letter], this Amendment shall take precedence.

Please confirm your acceptance of this Amendment by countersigning and returning a copy of this enclosed letter to us by email as soon as reasonably practicable.

Please do not hesitate to contact me on 050-557-2633 if you would like to discuss this further.

We look forward to continuing our support for Louvre Abu Dhabi.

Yours sincerely



Will Anderson

Partner

Working globally from our 24 offices

Abu Dhabi	Dubai	Mumbai	Sao Paulo
Beijing	Frankfurt	Munich	Shanghai
Berlin	Hong Kong	New York	Singapore
Brussels	Johannesburg	Paris	Stockholm
Chicago	London	Rome	Vienna
Dallas	Milan	San Francisco	Washington, D C

Brunswick Gulf Ltd

Office 506
Park Rotana Office Complex
twofour54
PO Box 77800
Abu Dhabi, UAE
Telephone +971 2 234 4600

Registered & Licensed by Abu Dhabi Media Zone
Authority
Registered in England Number OC311588

برنزويك جلف لميتد

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مجمع سكيب بارك روتانا
twofour54
أبوظبي، الإمارات العربية المتحدة
هاتف: +971 2 234 4600

www.brunswickgroup.com

BRUNSWICK

We hereby agree to the terms of this letter

For and on behalf of Louvre Abu Dhabi

Name:

Salwa El Minyawi

Title:

Finance Director

Signature:



Date:

28/02/18

TBWA\RAAD
Middle East L.L.C.

BRUNSWICK

Schedule A

Amendment Number	1
Engagement Letter Number	1
Client	Louvre Abu Dhabi
Brunswick	Brunswick Gulf Limited
Commencement Date	1 February – 31 May 2018
Term	Retainer
Description of Services (1 February to 28 February)	1. Communications support: - One Brunswick team member to work with the Louvre Abu Dhabi team one day per week (total eighteen days). - Support on press release and/or Q&A development (drafting up to 4x pieces of content per month) - Brunswick team to support on the ground during press events (press conferences, exhibition openings, media roundtables, museum tours, etc.) (Up to three people). 2. Issues management: - One meeting per week: Will to meet with Jennifer, Manuel to discuss ongoing issues management. - Support around issues: strategic advice, drafting content, engaging media and monitoring for critical articles.
Description of Services (1 March to 30 April – with option to renew from 1 May to 31 May)	1. Communications Support [to include 24/7 crisis and issues management]. - Weekly communications planning with Louvre Abu Dhabi's leadership - Development and execution of a short-term media and stakeholder engagement programme for Louvre Abu Dhabi's leadership (distinct from DCT) - 24/7 crisis and issues management - Support around issues: strategic advice, drafting content, engaging media and monitoring for critical articles - One Brunswick team member to work with the Louvre Abu Dhabi team one day per week - Support on press release and/ or Q&A development (drafting up to 4x pieces of content per month) - Brunswick team to support on the ground during press events (press conferences, exhibition openings, media roundtables, museum tours, etc.) (Up to three people). 2. 24/7 media monitoring: - Daily media monitoring in English, Arabic and French, to include weekends

[REDACTED]

BRUNSWICK

	- Summary and media analysis around critical mentions of the museum 3. Basic communications training: - Up to four training sessions covering: - o Media handling - o Effective digital communications - o How to write a press release - o Crisis communications
Fees (1 February to 28 February)	Total monthly fee: AED 85,000
Fees (1 March to 30 April with option to renew)	Total monthly fee: AED 150,000 per month for two months with an option to renew – total AED 300,000 1. Communications Support [to include 24/7 crisis and issues management]: AED 120,000 per month for two months – total AED 240,000 2. 24/7 Media monitoring: AED 30,000 per month for two months – total AED 60,000 3. Basic communications training: Included. Fees will be paid monthly in advance in line with our existing terms and conditions. Fees are exclusive of VAT.
Personnel	Will Anderson Tristan Hills-Bos Dana Sleiman Maisoon Mubarak Farah Kurdieh



BLANKET PURCHASE AGREEMENT

Page 1 of 6

Blanket Agreement No.	: 4512020923	Reference No.	:
Effective From	: 06/06/2018	Blanket Agr Date	: 04-OCT-18
Effective Till	: 31/12/2019	Buyer Name	: Hamad Ismail Zowayed Ismail
Agreement Amount	: 1,960,000.00	Buyer Email	: HZowayed@dctabudhabi.ae
		Supplier No	: 16751

**M/S . BRUNSWICK GULF
LIMITED**

Address DUBAI , U.A.E.
P.O. BOX

Please supply and deliver the under mentioned items as per your quotation

Deliver To :
No Later than :

Description	: PR comunication service for Qasr Al Hosan - agreement DCT AD/P/T/146
--------------------	--

No	Item Description	Qty	Unit Price	Unit	Amount
1	PR comunication service for Qasr Al Hosan - agreement DCT AD/P/T/146		1	Each	1.00
One Dirham And Zero Fils*****					1.00

P.O Clause

Payment Terms :

30 days from the receiving original invoice

Note :- Invoice shall be submitted to:

DTC - Finance Department – Accounts Payable

P.O. Box 2380, Abu Dhabi – UAE. Email: finance@tcaabudhabi.ae

Supplier must mention Blanket Purchase Agreement/Contract Number in Invoice document

Delivery Details:

Late Delivery

In the event of delivery beyond the agreed delivery Period

Vendor shall pay DTC by way of penalty an amount calculated

- One percent (1%) for the last week or part thereof

- Two percent (2%) every additional week or part of a week subject to maximum of ten percent (10%) of the cost of delayed Quantity/Item

Check the following Terms and Conditions.

For Supplier Use		For DCT	
<u>Receiving Date</u>	<u>Signature</u> <u>Date</u>	<u>Signature</u>	
Printed By :	Chandra Sekhar(TCA690)	Approved By :	Saood Abdulaziz Mohamed Alhosani
Printed Date :	08-Oct-2018	Approved Date :	07-OCT-18

ص ب ٩٤٠٠٠ أبوظبي , الإمارات العربية المتحدة

هاتف +٩٧١٢٤٤٤٠٤٤٤ فاكس +٩٧١٢٤٤٤٠٤٠٠

PO Box 94000 Abu Dhabi, United Arab Emirates

t. +971 2 444 0444 f. +971 2 444 0400

W. tcaabudhabi.ae

Blanket Agreement No. : 4512020923	Reference No. :
Effective From : 06/06/2018	Blanket Agr Date : 04-OCT-18
Effective Till : 31/12/2019	Buyer Name : Hamad Ismail Zowayed Ismail
Agreement Amount : 1,960,000.00	Buyer Email : HZowayed@dctabudhabi.ae
	Supplier No : 16751

The Department of Culture & Tourism (DCT), P.O. Box 94000, Abu Dhabi, United Arab Emirates

GENERAL TERMS & CONDITIONS

Issuance of any DCT Purchase Order/ Notice to proceed shall be subject to the provisions of these Terms & Conditions.

GC-1 DEFINITIONS AND EXPLANATIONS

For the purpose of these Conditions the words and expressions below shall have the following meaning:

*DCT Shall mean Department of Tourism and Culture of Abu Dhabi

i) Procurements:

Means procuring such materials/items/services, including any training/seminar/workshop to be provided by the Contractor/Vendor/Service Provider pursuant to DCT Purchase Order, such technical specifications/details/methodology and within such timeline as may be specified by DCT or otherwise expressly communicated between DCT and the Contractor/Vendor/Service Provider/Service Provider at the Price specified in the Purchase Order including any Amendment/Variation thereto and subject to the terms and conditions herein.

ii) Notice to Proceed:

Means a Letter of Award or other written instruction/confirmation /from DCT notifying Contractor/Vendor/Service Provider to commence performance of its obligations under the Purchase Order.

iii) Approval

Means the written approval, including the subsequent written confirmations for any previous verbal approvals.

iv) Acceptance

Means official acceptance by DCT in writing of receipt of respective materials/items/services/training, including any Provisional Acceptance and/or Final Acceptance as may be applicable.

v) Variation(s)

Means such variation(s) to a Purchase Order which may include, but not to be limited to, any additional/new requirement to the scope of supply/services or specification or change to those existing, or any change to the implementation schedule/work programme or methodology.

GC-2 PERSONNEL

Contractor/Vendor/Service Provider shall at all times be responsible and liable for the welfare and all acts or omissions of its personnel and shall only employ such personnel/subcontractors who are sufficiently trained and experienced in the methodology and techniques, including knowledge of the specific materials to be used for applicable project(s) and, to effectively and efficiently perform the works/services and shall provide to the satisfaction of DCT if so required evidence to that effect. In case DCT deems any of Contractor/Vendor/Service Provider's personnel not appropriate for the project, Contractor/Vendor/Service Provider will immediately replace such personnel at Contractor/Vendor/Service Provider's expense and without affecting or delaying the implementation of the subject matter of DCT's respective Purchase Order(s) and of any Variation(s) thereto. All Personnel, representative/agents of the Contractor/Vendor/Service Provider shall be deemed to be fully under the employment of the Contractor/Vendor/Service Provider and therefor shall not cause to exist any employer-employee relationship between DCT and the Personnel. The Contractor/Vendor/Service Provider shall not cause DCT to be liable for any claim/compensation, in whatsoever form and/or howsoever arising in that respect. Contractor/Vendor/Service Provider shall ensure all employees, subcontractors receive their monthly

Blanket Agreement No. : 4512020923	Reference No. :
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Effective Till : 31/12/2019	Buyer Name : Hamad Ismail Zowayed Ismail
Agreement Amount : 1,960,000.00	Buyer Email : HZowayed@dctabudhabi.ae
	Supplier No : 16751

remuneration in connection with the works promptly and in accordance with their respective employment contracts and shall provide if so required written confirmation to DCT that this has been effected.

GC-3 INDEMNITY INSURANCE AND WARRANTY

3.1 The Contractor/Vendor/Service Provider shall with respect to the performance of the scope of procurement/services be responsible for complying with all applicable statutes, decrees, rules and regulations with regard to the subject matter herein and shall be liable of any breach or non-compliance of obligations in whatsoever nature and, indemnify, defend and hold DCT harmless from and against any liabilities, costs, claims, loss or damage for death, illness or injury or damage to the property to any third party to the extent that it is directly responsible for same subject always to the provisions of clause 3.2 below

3.2 Notwithstanding any other provision in any terms and conditions forming part of this agreement to the contrary, (i) Contractor/Vendor/Service Provider's total aggregate liability for any and all loss or damage arising under or in connection with this agreement and any services delivered under any applicable Purchase Order whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 100% of the Contractor/Vendor/Service Provider's charges for the applicable service and (ii) neither party shall be liable in contract, tort (including negligence), strict liability, indemnity or otherwise for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused.

3.3 If necessary, during the work implementation and for such other period as may be required until fulfilment of Contractor/Vendor/Service Provider's obligations, Contractor/Vendor/Service Provider shall obtain and maintain applicable insurance covers and be fully responsible for payment of relevant premiums and deductible thereof. If required by DCT the Contractor/Vendor/Service Provider shall give DCT an Insurance Confirmation Letter confirming that the required Insurance Policies have been effected in accordance with this Contract and all applicable laws.

3.4 At least annually and if required, the Contractor/Vendor/Service Provider shall provide DCT with further Insurance Confirmation Letters reconfirming that the Insurance Policies have been effected in accordance with this Contract and all applicable laws and also notifying DCT of any changes to the terms of the Insurance Policies

3.5 Contractor/Vendor/Service Provider shall ensure that the Insurer has agreed to waive all rights of subrogation against DCT, its Affiliates, officers, directors, employees, agents and contractors

3.6 Warranty and (DLP) Defects Liability Period The Contractor/Vendor/Service Provider warrants that services carried out under this Agreement shall be free from defect in material, workmanship, performance and design and Contractor/Vendor/Service Provider will repair the work, which failed under normal use and service within twelve (12) months following the provisional acceptance of work by DCT

GC-4 HEALTH AND SAFETY

Contractor/Vendor/Service Provider shall carry out the Services in accordance with all applicable HSE quality assurance and control policies, guidelines, standards, procedures and requirements of DCT and all relevant Authorities (whether contained in applicable laws, Protocols, plans, manuals or otherwise) and any other requirement which DCT may notify to the Contractor/Vendor/Service Provider from time to time

GC-5 CONFIDENTIALITY

All technical, commercial and/or miscellaneous information, all related documentation in whatever form (hereinafter referred to as "information") which DCT may furnish to the Contractor/Vendor/Service Provider or has furnished in anticipation of issuance of its Purchase Order shall fully be owned by DCT. Unless DCT agrees otherwise in writing, such information: (a) shall be treated in confidence by Contractor/Vendor/Service Provider; (b) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized and (c) shall, together with any copies thereof,

Blanket Agreement No. : 4512020923	Reference No. :
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Effective Till : 31/12/2019	Buyer Name : Hamad Ismail Zowayed Ismail
Agreement Amount : 1,960,000.00	Buyer Email : HZowayed@dctabudhabi.ae
	Supplier No : 16751

be returned or destroyed when no longer needed. Contractor/Vendor/Service Provider may be required to sign an (NDA) or Non-Disclosure Agreement with DCT or any of its Subcontractors,

GC - 6 PERFORMANCE BOND/RETENTION

Contractor/Vendor/Service Provider shall, within ten days of issuance of DCT Purchase Order, submit to DCT an unconditional Performance Bank Guarantee in the format specified in Appendix - C, in the amount equivalent to 10% of the total value of the Purchaser Order as a guarantee for the Contractor's/Vendor's/Service Provider's commitments to DCT. Alternatively, DCT may at its sole discretion, retain an amount equivalent to 10% of the total value of the Purchase Order either from the first payment or prorated from respective payments as applicable. Such retained amount shall be released upon completion of all respective obligations of the Contractor/Vendor/Service Provider.

GC-7 INTELLECTUAL PROPERTY RIGHTS

The Contractor/Vendor/Service Provider obtains no IP Rights to the DCT Supplied Information and, unless otherwise agreed, the DCT Supplied Information may only be used by the Contractor/Vendor/Service Provider for the purpose of performing the Services.

All deliverables/materials as provided by Contractor/Vendor/Service Provider as part of the scope or work/services/deliverables under this Appendix-A shall be owned by DCT with unlimited worldwide usage & copy rights and DCT shall be entitled, either directly or indirectly to make use of such deliverables/materials for any purposes as it may deem fit and proper at its sole discretion without any reservation and/or claim, whatsoever, from the Contractor/Vendor/Service Provider.

GC-8 DCT SUPPLIED INFORMATION

Except as expressly provided by this Contract, the Contractor/Vendor/Service Provider shall not be entitled to any claim/variation arising from or in connection with the inaccuracy, incompleteness or inadequacy of the DCT Supplied Information or the non-provision of any other information or documentation supplied by DCT and shall have satisfied itself fully and checked that the information/documentation supplied by DCT is correct and if any errors or omissions are found to notify DCT immediately.

GC-9 PAYMENT AND INVOICING

Invoices submitted by the Contractor/Vendor/Service Provider shall be settled by DCT normally within 30 days from the date of receipt of invoice, unless DCT disputes the correctness thereof. Payment shall be effected by way of bank transfer to the designated account of the Contractor/Vendor/Service Provider as mentioned in the invoice. If proposed by DCT only, any advance payment requirement would be met by DCT only against furnishing of unconditional advance payment bank guarantee in the equivalent amount otherwise no advance payment shall be proposed by the vendor. The financial breakdown shall be presented progressively in arrears on a separate document,

GC-10 TAXES

Contractor/Vendor/Service Provider shall be responsible for all taxes, including but not limited to all excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, franchise, employment and personal property taxes.

However, all sums payable by DCT are exclusive of VAT, and DCT shall pay the Contractor/Vendor/Service Provider the amount equal to any applicable VAT due on those sums after the receipt by it from the Contractor/Vendor/Service Provider of a Tax Invoice. VAT and Tax Invoice have the meanings respectively given to them in Federal Decree - Law No. (8) of 2017 on Value Added Tax.

GC-11 VARIATION(S) AND EXTENSION(S) OF TIME

At any time, either party may give the other party a Notice announcing a Variation/Extension of Time.

Blanket Agreement No. : 4512020923	Reference No. :
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Effective Till : 31/12/2019	Buyer Name : Hamad Ismail Zowayed Ismail
Agreement Amount : 1,960,000.00	Buyer Email : HZowayed@dctabudhabi.ae
	Supplier No : 16751

11.1 If the Variation Notice is given by DCT, the notice shall include details of the proposed Variation. Upon receipt of the Notice the Contractor/Vendor/Service Provider shall give DCT a notice (together with full supporting details) setting out;

- (a) Any objection Contractor/Vendor/Service Provider has to the variation
- (b) Detailed breakdown of any cost associated with the proposed variation
- (c) Any Impact to the implementation schedule

If the Variation Notice is given to DCT by Contractor/Vendor/Service Provider then the notice must be given within 7 days of the Contractor/Vendor/Service Provider becoming aware of the event causing the variation and include all of the supporting requirements within GC-11 (a) (b) and (c)

11.2 The Contractor/Vendor/Service Provider is not entitled to any payment (pursuant to this Agreement or otherwise atlaw) in relation to any variation of the Services unless that variation has been agreed or determined in accordance with this clause GC-11

11.3 Contractor/Vendor/Service Provider shall proceed with the implementation of such Variation(s) immediately without refusal for whatsoever reasons and shall not jeopardise the works.

11.4 Within 28 days after receipt of a Variation Notice from the Contractor/Vendor/Service Provider, DCT shall provide a notice setting out any objection DCT has to the proposed Variation.

GC-12 DELAY PENALTY

If the Contractor/Vendor/Service Provider fails to complete the Work in accordance with the implementation schedule or specified payment/delivery milestones or on/before the date of Completion due to any reason which is attributable to the Contractor/Vendor/Service Provider, then the Contractor/Vendor/Service Provider shall pay to DCT as and by way of Penalty resulting from the delay in accordance with the penalties provided against each milestone if available or, 0.1% of the total Contract value for each day and pro-rata for parts thereof, for delay beyond the specified milestone/completion date or dates, subject to a maximum of 10% (ten per cent) of the total Agreement Price.

GC- 13 SUSPENSION OF WORKS

13.1 Notwithstanding anything to the contrary, DCT may for its own convenience suspend and/or terminate the Agreement either in whole or in part at any time by giving written notice to Contractor/Vendor/Service Provider, whom shall suspend/cease to work forthwith in the manner and to the extent specified in such notice. Contractor/Vendor/Service Provider shall be entitled to claim such amounts in respect of the work completed with any agreed changes thereto and accepted by DCT until and upto such date of suspension/termination.

GC-14 TERMINATION OF WORKS

14.1 If during the course of this Agreement, Contractor/Vendor/Service Provider shall be in breach of its obligations and DCT shall so inform Contractor/Vendor/Service Provider by notice in writing and should such breach continue for more than seven days (or such longer period which may be specified by DCT) after such notice, then DCT may immediately terminate the services of Contractor/Vendor/Service Provider by Notice in writing. Following such termination DCT shall pay to the Contractor/Vendor/Service Provider (a) such sums as are properly due and payable to the Contractor/Vendor/Service Provider for its performance of its obligations under this Agreement up to and including the effective date; and (b) any reasonable direct costs of demobilization (excluding machinery, equipment or personnel or repatriating personnel) arising from the termination of this Agreement.

DCT may also claim from the Contractor/Vendor/Service Provider all direct cost, losses or damages incurred by DCT as a result of such failure. If the Performance Guarantee/Retention was not sufficient to cover these losses and damages, Contractor/Vendor/Service Provider shall promptly pay DCT, upon its request, such difference in value. Any failure from the Contractor/Vendor/Service Provide in this respect will constitute a legal debt to DCT with all relevant rights thereto

Blanket Agreement No. : 4512020923	Reference No. :
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Agreement Amount : 1,960,000.00	Buyer Email : HZowayed@dctabudhabi.ae
	Supplier No : 16751

reserved by DCT.

14.2 Without prejudice to DCT's other remedies, the 10% retention amount pursuant to Clause GC-6 hereof shall be unconditionally confiscated in full without recourse if Contractor/Vendor/Service Provider services are terminated by DCT.

GC-15 WITHDRAWAL OF THE WORK FROM CONTRACTOR/VENDOR/SERVICE PROVIDER

In the event that the Contractor/Vendor/Service Provider shall forthwith cease to provide its services under this Agreement then, DCT may at its option continue availing similar services from a third party. Contractor/Vendor/Service provider shall, if so required by DCT, within 7 (seven) days of the date of termination assign to DCT without payment the benefit of any agreement for the execution of any relevant portion of the project in respect of Contractor/Vendor/Service suppliers obligations to DCT.

GC-16 FORCE MAJEURE

Neither party shall be in default, nor assume any liability for consequences arising out of the interruption of their respective obligations by force majeure, i.e., by strikes, Lockouts, or other labour disputes which delay work, epidemics, fires, floods, unusually severe weather or any other natural disturbances of Acts of God or of the public enemy, acts of Governments, and civil commotion, riot, insurrection or hostilities whether or not declared war, restrictions due to quarantines, blockades, embargoes; and all similar causes beyond the reasonable control of the parties and/or without the fault or negligence of the Parties. The parties shall make their best endeavour to circumvent such events that result in a delay. The party claiming force majeure shall immediately upon occurrence, notify the other party if practical stating the estimated consequences. A delay resulting from any of the stated events shall suspend performance, and extend the period of performance up to a period mutually agreed upon by both parties. Onus to prove the occurrence of such events lies on the party claiming its invocation. If the force majeure situation lasts more than a reasonable time, alternative course of action shall be resorted to by the unaffected party.

GC-17 CONFIRMATION BY SUPPLIER

Contractor/Vendor/Service Provider confirms that has properly taken care of all requirements and concerns of DCT in respect of its Scope of Services under this Agreement and shall be fully obliged to provide all necessary Services thereof to the full satisfaction of DCT and warrants that the agreement price is full and final and sufficient to ensure the delivery of all elements required to deliver the scope of services or project

GC- 18 CHOICE OF LAW AND RESOLUTION OF DISPUTES

The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the emirate of Abu Dhabi and/or United Arab Emirates. DCT and Contractor/Vendor/Service Provider agree that, any dispute or claim which may arise regarding the application or interpretation these terms and conditions shall be resolved amicably between DCT and Contractor/Vendor/Service Provider. However, if no amicable settlement is found to be possible, then the same shall be adjudicated by the Courts of Law in the United Arab Emirates.

Signed on behalf of:

The Department of Culture & Tourism (DCT)

By:

Signed for and on behalf of Contractor/Vendor/Service Provider

By: *

Attachment 2**Response to Question No. 9(a)****Receipts - Monies**

Foreign Principal	Date Received	Amount (AED)	Purpose
Department of Culture and Tourism – Abu Dhabi (“DCT”)	7-Jan-2017	29,105 AED	Costs Related to Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA/RAAD Middle East L.L.C. (“TBWA”) Subcontract
DCT	30-Jan-2017	837,689.43 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT TBWA Subcontract (Nov. 2016 to Jan. 2017) & Related Costs
DCT	14-Sep-2017	1,196,847.20 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (Feb. to June 2017)
DCT	16-Oct-2017	280,000 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (July and Aug. 2017)
DCT	16-Jan-2018	1,382,004.53 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (Sep. to Dec. 2017) & Related Costs
DCT	24-Apr-2018	120,415.39 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (Jan. 2018), incl. VAT & Related Costs
DCT	28-Apr-2018	246,750 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (Feb. and March 2018), incl. VAT
DCT	25-Sep-2018	453,218.85 AED	Communications Services for Louvre Abu Dhabi Pursuant to Louvre Abu Dhabi Contract (“LAD Contract”) (May to July 2018), incl. VAT
DCT	6-Oct-2018	170,975.13 AED	Communications Services for Louvre Abu Dhabi Pursuant to DCT and TBWA Subcontract (April 2018), incl. VAT & Related Costs
DCT	17-Oct-2018	91,288.47 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract

DCT	20-Oct-2018	151,072.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Aug. 2018), incl. VAT
DCT	31-Oct-2018	151,072.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Sep. 2018), incl. VAT
DCT	1-Dec-2018	426,517.03 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Oct. 2018), incl. VAT & Related Costs
DCT	12-Dec-2018	18,228.47 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract
DCT	23-Dec-2018	1,440,600 AED	Communications Services for Qasr Al Hosn Historic Site Pursuant to Qasr Al Hosn Contract ("QAH Contract") (7/10 payments), incl. VAT
DCT	3-Jan-2019	617,400 AED	Communications Services for Qasr Al Hosn Historic Site Pursuant to QAH Contract (3/10 payments), incl. VAT
DCT	5-Jan-2019	745,660.65 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Nov. to Dec. 2018) & Perception Audit Add-On, incl. VAT
DCT	16-Mar-2019	36,493.47 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract
DCT	4-Apr-2019	339,420.90 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Jan. to Feb. 2019), incl. VAT
DCT	4-May-2019	188,347.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Mar. 2019), incl. VAT
DCT	30-May-2019	188,347.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Apr. 2019), incl. VAT
DCT	4-Jul-2019	188,347.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (May 2019), incl. VAT
DCT	29-Jul-2019	188,347.95 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (June 2019), incl. VAT
DCT	14-Aug-2019	27,360.97 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract

DCT	5-Sep-2019	271,896.43 AED	Media Training for Louvre Abu Dhabi Add-On Pursuant to LAD Contract & Costs Related to LAD Contract, incl. VAT
DCT	3-Oct-2019	25,534.47 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract
DCT	10-Nov-2019	236,250 AED	Communications Services for Qasr Al Hosn Historic Site Pursuant to Qasr Al Hosn Purchase Order, incl. VAT
DCT	10-Nov-2019	704,375 AED	General Communications Services for DCT Pursuant to PR Agency Blanket Purchase Agreement (Apr. to Oct. 2019)
DCT	28-Nov-2019	25,534.47 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract
DCT	5-Dec-2019	366,927.75 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Jul. to Sep. 2019), incl. VAT
DCT	16-Dec-2019	122,309.25 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Oct. 2019), incl. VAT
DCT	17-Dec-2019	201,250 AED	General Communications Services for DCT Pursuant to PR Agency Blanket Purchase Agreement (Nov. to Dec. 2019)
DCT	18-Dec-2019	70,840 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2020 & Updated QAH Contract (Nov. to Dec. 2019), incl. VAT
DCT	19-Dec-2019	31,013.97 AED	Communications Services for Culture Summit Pursuant to Culture Summit 2018 / 2019 Rothkopf Subcontract
DCT	19-Dec-2019	201,250 AED	Digital Strategy Services for DCT
DCT	24-Dec-2019	335,324.59 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Nov. to Dec. 2019) & Related Costs, incl. VAT
DCT	25-Dec-2019	22,050 AED	Media Training for Louvre Abu Dhabi Add-On Pursuant to LAD Contract incl. VAT
DCT	26-Dec-2019	161,885.50 AED	Digital Strategy Services for DCT
DCT	30-Dec-2019	80,126.41 AED	Costs Related to Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract, incl. VAT

DCT	30-Dec-2019	6,378.04 AED	Costs Related to Communications Services for Abu Dhabi Art Fair Pursuant to Abu Dhabi Art Purchase Order, incl. VAT
DCT	31-Dec-2019	262,500 AED	Communications Services for Abu Dhabi Art Fair Pursuant to Abu Dhabi Art Purchase Order, incl. VAT
DCT	31-Dec-2019	22,050 AED	Media Training for Louvre Abu Dhabi Add-On Pursuant to LAD Contract, incl. VAT
DCT	5-Mar-2020	122,309.25 AED	Communications Services for Louvre Abu Dhabi Pursuant to LAD Contract (Jan. 2020), incl. VAT

Total: 12,785,318.32
AED

Attachment 3
Response to Question No. 10(a)

Disbursements - Monies

Payment Date	To	Amount	Purpose
1-Jan-2017	Lyft	\$25	Transportation to meeting with press
12-Oct-2017	Park Rotana Hotel	840 AED	John Diviney Hotel Accommodation in Park Rotana
12-Oct-2017	SNTTA Travel & Tours LLC	4,300 AED	Airline tickets for architectural journalist from Australia
30-Oct-2017	Saadiyat Beach Club	21,000 AED	International Press Event on 7th November 2017 at Saadiyat Beach Club
23-Nov-2017	E-Flux, Inc.	\$3,359	E-Flux Announcement
23-Nov-2017	E-Flux, Inc.	\$200	E-Flux Cancellation
23-Nov-2017	Spectrum UAE Ltd	24,198 AED	Printing of Press Kits - first batch
23-Nov-2017	BJOERN LAUEN	6,300 AED	Photographer for press event on 6th Sep 2017
29-Nov-2017	Mir Azam	1,600 AED	2 Buses for press conference on 7th Nov 2017
17-Dec-2017	Park Rotana Hotel	1,680 AED	John Diviney hotel accommodation in Park Rotana on 13th Oct 2017
17-Dec-2017	Park Rotana Hotel	4,140 AED	John Diviney hotel accommodation in Park Rotana on 20th Oct 2017
20-Dec-2017	Spectrum UAE Ltd	5,850 AED	Printing of Press Kits - second batch
20-Dec-2017	Spectrum UAE Ltd	17,775 AED	Printing of Press Kits - third batch
20-Dec-2017	SNTTA Travel & Tours LLC	15,915 AED	One way flights on 5th Nov 2017 - AUH to CDG
31-Dec-2017	The Emirates General Transport & Services Corporation	200 AED	Chauffeur for journalist on 25th and 28th Oct 2017
31-Dec-2017	Mir Azam	800 AED	Bus for press conference on 6th Sep 2017
31-Dec-2017	Danielle Jennifer De Martini	1,780 AED	Louvre Abu Dhabi ("LAD") press trip - Dinner with 10x

			international journalists on 20th Dec 2017
31-Jan-2018	Definitive Laser Centre DLC	3,800 AED	Interpreter Fre/Eng/Fre
31-Jan-2018	Spectrum UAE Ltd	6,075 AED	Printing and stapling of English, Arabic, French press kits for press conference
31-Jan-2018	Mir Azam	700 AED	14 seater for press conference in Dec 2017
22-Feb-2018	Kantar	€18,431	French media monitoring
8-Mar-2018	Luc Castel	€6,576.43	Photography on 8th, 9th, 10th Nov 2017
12-Mar-2018	College of Public Speaking	£3,600	Speech Writing and Research
12-Mar-2018	College of Public Speaking	£2,400	Additional Speech Writing and Research
22-May-2018	Spectrum UAE Ltd	5,355 AED	Printing of Louvre Abu Dhabi press kit & biographies
18-Jun-2018	E-Flux, Inc.	\$3,494	E-Flux announcement
30-Jun-2018	William Ian Emsley Anderson	4,584.46 AED	Louvre Abu Dhabi subscription renewal for Dropbox account - 23 May 2018
31-Jul-2018	FFC INTERNATIONAL	€2,500	1 Ad on the On Show Calendar – 5 appearances and 1 Show On Show media announcement sent once with resends to non-openers
10-Sep-2018	E-Flux, Inc.	13,066.09 AED	E-Flux Package of three announcements and bank charges
22-Sep-2018	Meltwater Middle East 2 FZ LLC	249,261.60 AED	Newsletter, PR insight reports, 5 Extra Engage Users, Meltwater Regular License, Global Content, Worldwide Influencer Database, Influencer Contact Manager, 12 Months Content History, Engage Regular License, Middle East Print 2-10 Keywords 6 Countries, Premium Social Package (28 Aug 2018 to 27 Aug 2019)
29-Sep-2018	Tristan Hillebrand Hills	2,085.88 AED	04 Sep 2018 Dinner for International media (Louvre event)
15-Oct-2018	HW MEDIA FZ LLC	840 AED	Boiler Plate Content for Louvre Press Release – French revisions
19-Nov-2018	Event Lab FZ LLC	11,319 AED	Logistic support for Abu Dhabi Art 2018

19-Nov-2018	Mudra Events LLC	5,250 AED	Media Training Videography – 18th and 29th October - LAD
29-Nov-2018	HW MEDIA FZ LLC	7,506.03 AED	French transcreation – Louvre Abu Dhabi Press one year anniversary
6-Dec-2018	LinguistHouse Translation and Linguistic Services	3,705.24 AED	Proof reading of - Biography of Dr. Souraya and Noujaim and translation of Roads of Arabia- Opening press release; Translation from English to French - LAD Boilerplate Nov 2018
20-Dec-2018	Dana Sleiman	487.2 AED	Client hosted lunch with Apollo Editor Thomas Marks, and museum curators Juliette Singer, Rose Marie, and Dana Sleiman on 13 Dec 2018 - French translation
11-Feb-2019	Fly Easy Travels	735 AED	Car and Chauffeur service for journalist on 4 September 2018 for the press event
25-Feb-2019	Dana Sleiman	1,690 AED	12 Feb 2019 Rembrandt press trip journalist and client dinner
9-Mar-2019	HM Media FZ LLC	7,856 AED	French Transcreation-Rembrandt exhibition opening Press Release, French Transcreation for new acquisition press release
9-Mar-2019	Mudra Events LLC	6,500 AED	Media Training Videography – 29 and 31 January 2019, Media Training Videography – 4 and 5 February 2019
20-Apr-2019	Fly Easy Travels LLC	\$1,647.10 AED	Car and Chauffer service on 4 Dec 2018 related to Qasr Al Hosn Historic Site
28-May-2019	Mudra Events LLC	1,800 AED	Videography – 11 Apr 2019
29-May-2019	Wild Beast Media FZ LLC	42,946 AED	Filming at LAD - Rembrandt, Filming at LAD - Rembrandt - Cutdown
29-May-2019	Jonathan Gibbons	3,000 AED	Photographic Services: Photography VIP Opening
12-Jun-2019	ALEX ALAN HERCULES BROUN	4,000 AED	Souraya Noujaim workshops (2 of 4) held on April 13 and May 4, 2019
20-Jun-2019	Mudra Events LLC	4,000 AED	Videography on 27 and 29 May 2019
24-Jun-2019	Tristan Hillebrand Hills	4,407 AED	Louvre Abu Dhabi Dropbox renewal (valid until 11/05/2020)

17-Aug-2019	Nicholas Leech	9,541 AED	Copywriting and editing for Louvre Abu Dhabi exhibition season 2019/20
26-Aug-2019	Meltwater Middle East 2 FZ LLC	38,572 AED	12 PR Insight reports
26-Aug-2019	HW MEDIA FZ LLC	8,402.40 AED	French transcreation – Louvre Abu Dhabi New Season PRL
14-Sep-2019	ALEX ALAN HERCULES BROUN	2,000 AED	Souraya Noujaim workshops (3 of 4) held on 25th July 2019
19-Sep-2019	Meltwater Middle East 2 FZ LLC	121,280.58 AED	Middle East Print 2 -10 Keywords 6 Countries and Meltwater Regular License (28 Aug 2019 to 27 Aug 2020)
28-Sep-2019	Mudra Events LLC	4,500 AED	Media Training for Flora, Kyron & Osama 20 Aug 19; Media Training for Maral Jule Bedoyan 06 Aug 19
10-Nov-2019	Annie Perez	607.69 AED	Translation of the Press Release for the exhibition at Louvre Abu Dhabi: 10,000 Years of Luxury
20-Nov-2019	Nicholas Leech	9,388 AED	LAD Newsletters, LAD November, LAD December
21-Nov-2019	Mudra Events LLC	3,000 AED	Media Training on 24th October 2019 - Luxury Spokespeople Briefing @ Louvre Abu Dhabi
24-Nov-2019	Dana Sleiman	1,680 AED	Additional in-house translation; Private tour of Qasr Al Watan for international press on luxury exhibition press trip
5-Dec-2019 (Invoice Date)	BeauxArts & Cie	47,545.04 AED	Revision, proofreading and translation to Arabic and French of a supplement dedicated to Louvre Abu Dhabi
13-Jan-2020	Art-Agenda, LLC	6,108.22 AED	Art-Agenda Projects - Abu Dhabi Art 15 Nov 2019
3-Feb-2020	Nicholas Leech	7,964 AED	Forewords for the Louvre Abu Dhabi Furusiyya: Chivalry between East and West catalogue; Louvre Abu Dhabi blog posts
3-Feb-2020	Annie Perez	1,362.77 AED	Translation of the Press Release (September 18, 2019) for the exhibition Rendezvous in Paris organized by Louvre Abu Dhabi I Centre Pompidou

3-Feb-2020	Annie Perez	504.91 AED	Press Release - French Translation “LAD welcomes two million visitors since opening”
27-Feb-2020	Nicholas Leech	5,247 AED	LAD January 2020 Newsletter, LAD Talking Objects edit, LAD February Newsletter
15-Mar-2020	Meltwater Middle East 2 FZ LLC	133,539 AED	Recurring Reports and Additional Searches (13 Feb 2020 to 12 Feb 2021)
15-Mar-2020	Meltwater Middle East 2 FZ LLC	58,366.31 AED	Recurring Reports and Additional Searches (13 Feb 2020 to 12 Feb 2021)
22-Mar-2020 (Invoice Date)	Annie Perez	1,729.53 AED	Redaction of Manuel Rabate's text and translation of Q & As of an assistant curator of LAD for a book published by French embassy; Translation of press release for the installation Singing Trees organized by Louvre Abu Dhabi and Theatre du Chatelet, Paris; Translation of the press release of the exhibition Charlie Chaplin: Quand l'art reconnect le cinema
23-Mar-2020 (Invoice Date)	Annie Perez	760.56 AED	Translation of Press Release for the exhibition Furusiyya organized by Louvre Abu Dhabi