Agreement FOR GOODS

**BETWEEN**

**Sidra Medicine**

**AND**

**[Insert Name of Company]**

**[RFP/RFQ Reference]**

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**Agreement for Goods**

This **Agreement for Goods** is made as of the date on which the last Party (as defined below) signs it and is made by and:

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

**AND: [INSERT COMPANY NAME]**, a limited liability company with commercial registration number [*specify number*] with a principal place of business at [SPECIFIC ADDRESS REQUIRED] (the “**Company**”).

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

**Background**

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

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

**Operative Provisions**

1. Interpretation

## In this Agreement, unless the context otherwise clearly requires:

## the words imparting the singular shall include the plural and vice versa;

## where one individual person contracts to provide Goods, such individual shall be referred to as Company for purposes of this Agreement, whether or not the person has sought status as a separate legal entity for business or other purposes;

## where two or more persons contract together as the Company, the liability of such persons under this Agreement shall be joint and several;

## a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

## where the day on which any act, matter or thing is to be completed under this Agreement is not a Working Day (as defined in Clause 2.15), that act, matter or thing may be completed on the next Working Day;

## all periods of time referred to in this Agreement such as “day” or “month” refer to the Gregorian calendar;

## reference to one gender includes the other;

## Schedules 1- 6, appended hereto, form a binding part of this Agreement;

## “writing” or “written” includes faxes, emails and/or other electronic formats as required by Sidra as specified to the Company from time to time;

## the captions and headings used throughout this Agreement and its table of contents are for convenience only, and do not define, modify or add to the meaning, scope or intent of any provision of this Agreement.

1. Definitions

In this Agreement, unless the context otherwise clearly requires:

## **“Acceptance”** or **“Accepted”** shall refer to Sidra’s acceptance of the Goods following Sidra’s Certification that the Goods and/or Services comply with Sidra’s Certification Criteria (as such terms are defined in Clause 6).

## **“Agreement”** means this Agreement and the Schedules, Appendices and Annexes hereto (if any).

## **“Confidential Information”** includes data, materials, plans, financial information, patient information, products, technology, computer programs, specifications, manuals, software, personal data and/or other information, which relates to Sidra’s clinical, research, development, trade secrets or business affairs, whether disclosed or submitted orally, in writing or by any other media, but does not include information which is generally known in the public domain.

## **“Contract Manager”** means the person identified as such in Schedule 6 or as notified by either Party to the other Party pursuant to Clause 20.2.

## **“Delivery”** shall occur upon actual delivery of the Goods by the Company to the Delivery Destination, as evidenced by the signature of an authorised representative of Sidra.

## **“Delivery Date”** shall mean the date and time upon which Goods are to be delivered to the Delivery Destination specified in an Order.

## **“Delivery Destination”** shall mean the location specified within an Order for the delivery of Goods.

## **“Effective Date”** shall mean the date on which this Agreement has been signed by both Parties.

## **“Good”** or **“Goods”** shall mean any good or goods set forth in Schedule 1.

## **“Order”** shall mean an order of Goods made by Sidra in accordance with this Agreement.

## **“Order Date”** shall mean the date specified within an Order as the date upon which the Order was made by Sidra.

## **“Payment”** shall mean any and all payments to the Company by Sidra as required under this Agreement.

## **“Person”** means an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof.

## **“Personal Data”** has the meaning given in clause 16.8

## **“Working Day”** shall mean any day when a registered bank is open for business in the State of Qatar.

1. Term

## This Agreement shall commence on the Effective Date and shall continue for a term of [\_\_\_\_\_\_\_year] (the “**Term**”), unless terminated earlier in accordance with this Agreement.

## This Agreement may be extended only by the mutual written agreement of the Parties.

## In the event that Sidra elects, in its sole discretion and at its own convenience, to delay the Delivery Date of the Goods, or to suspend the supply of Goods at any time throughout the Term, it shall notify the Company by providing it with at least fifteen (15) days’ written notice of Sidra’s intention to delay or suspend. Where possible, a delay or suspension notice shall include a new commencement or recommencement date, and the Term of this Agreement may be extended accordingly, as mutually agreed by the Parties.

1. Goods

## Subject to the terms and conditions set forth in this Agreement, Sidra hereby engages the Company to supply to Sidra the Goods set forth in Schedule 1, in accordance with the ordering mechanism set forth in Clause 4.2, in strict compliance with the Delivery obligations set forth in Clause 5. The list of Goods set forth in Schedule 1 may be modified from time to time upon mutual agreement of the Parties. In fulfilling the Company’s obligations under this Agreement, the Company shall work cooperatively with Sidra’s administration and staff, and with any other persons who might otherwise be engaged by Sidra to facilitate the supply of Goods.

## For the avoidance of doubt, an Order shall be considered placed by Sidra only in the event that Sidra has submitted a request for Company to supply the Goods in the form of a Sidra-initiated purchase order that specifies an Order Date. Sidra shall use either a form substantially similar to the “Purchase Order Sample” set forth in Schedule 2, or its electronic ordering system, to affect an Order. Company shall acknowledge receipt of all Orders in writing within two (2) Working Days of the date that each Order is sent to Company by Sidra.

## Sidra shall be entitled to apply the prices set forth in Schedule 1 to any and all Orders placed during the Term.

## Sidra may, at its sole discretion and by notice in writing, cancel any Order with immediate effect if the Company is in breach of any condition of that Order or this Agreement.

## The Company shall provide at no additional cost to Sidra:

## all personnel and equipment required to supply the Goods and otherwise comply with the terms of this Agreement;

## reports relating to the supply of the Goods to Sidra at such times and frequencies as Sidra requires;

## any and all supporting documentation necessary for assembly, function and operation of Goods, in original hard and soft copy formats, including, without limitation, instructions, operating manuals or other manufacturer documentation;

## any information relating to the supply of the Goods that Sidra requests; and

## the supply of the Goods in a manner that does not interfere with Sidra’s activities.

## Sidra makes no representation whatsoever as to the quantity of Goods that will be ordered pursuant to this Agreement.

1. Delivery of Goods

## The Company shall promptly deliver and, where applicable, install the Goods that have been ordered by Sidra in strict accordance with the Delivery Destination(s) and on the Delivery Date(s) specified in an Order.

## All Delivery of Goods shall be made by Company during Sidra’s normal working hours, being 8.00 a.m. to 2.30 p.m. Qatar time, Sunday through Thursday, or as instructed by Sidra from time to time.

## Any charges related to the Delivery, installation and/or set up of the Goods as required shall be borne by the Company unless otherwise specified in this Agreement.

## The Company shall notify Sidra immediately upon becoming aware of any potential delay in the Delivery of the Goods, and shall immediately take all necessary actions to reduce the impact of such delay.

## If the Company for any reason (other than delays caused directly by Sidra, or the occurrence of Force Majeure events as defined in Clause 17.1) fails to meet a Delivery Date specified within an Order, or otherwise directly or indirectly delays the Delivery of Goods, Sidra may, without prejudice to any other rights or remedies of Sidra:

## withhold any payment due to the Company until Delivery is complete and the Goods are Accepted by Sidra; and/or

## recover from the Company as a debt due to Sidra, or deduct from or set off against any sum due from Sidra to the Company, liquidated damages in the amount of five percent (5%) of the value of the order per week that the order is delayed subject to a maximum amount of twenty percent (20%).

## The Company shall ensure that:

## the Goods are appropriately packaged, packed and stored until Delivery is completed to minimise damage, deterioration and theft;

## any Goods that contain ozone depleting or hazardous substances, or other substances that are considered dangerous, are packaged appropriately and in compliance with applicable regulations and standards, that all packaging is marked with a prominent warning, and that a material safety data sheet is provided. In each instance where this Clause 5.6.2 applies, Company shall supply Sidra with the relevant material safety data sheet prior to Delivery of the applicable Goods; and

## all Goods are transported in accordance with applicable local and international regulations and standards, including cold chain.

## The title to each of the Goods shall pass to Sidra upon Delivery; or, where payment is made before Delivery, upon payment.

## All risk relating to Goods shall remain with the Company until Delivery and Certification and Acceptance are completed by Sidra in accordance with Clause 6.1 of this Agreement.

## Time shall be of the essence in respect of the Delivery of any Goods.

1. Certification Criteria

## Each Delivery of Goods shall be in a form, format, and in such detail as is necessary to cause it to conform specifically to Sidra’s requirements set forth in Schedule 1 to this Agreement (the "**Certification Criteria**"). Following Delivery of the Goods and within twenty (20) days thereafter (the “**Review Period**"), Sidra shall review the Goods. If the Goods do not conform to the Certification Criteria, or otherwise qualify as Non-Compliant Goods pursuant to the definition contained in Clause 11.1, Sidra shall promptly notify the Company of the non-conformity within the Review Period, pursuant to the process set forth for remedy of Non-Compliant Goods in Clause 11.1. If the Goods conform to the Certification Criteria, Sidra shall certify the Goods by executing the form set out in Schedule 3 (“**Certification**”). The Goods shall be considered accepted by Sidra upon Sidra’s execution of the Certification.

1. Company's Obligations

## Under this Agreement, the Company shall at all times:

## Possess the necessary skills, personnel, organisation and equipment necessary to supply the Goods in accordance with all legal, regulatory, and generally accepted standards of performance applicable to companies performing similar functions;

## Exercise reasonable skill, care and diligence in supplying the Goods;

## Fulfil all of its obligations under this Agreement;

## Comply with all applicable Qatari laws and regulations and obtain and maintain, at its sole cost and expense, all registrations, licences, visas, permits and certificates of approval required for the supply of the Goods;

## Observe, and ensure that the Company's team (including, without limitation, all employees and Subcontractors (as defined in Clause 20.13)) observes all health and safety rules and regulations and any other security requirements that apply at Sidra's premises. Sidra reserves the right to withdraw its grant of access to Sidra’s premises to Company's personnel and Subcontractors, which grant is given to the extent necessary for the supply of Goods only;

## Comply with all directions given by Sidra (to the extent that such directions are not contrary to any express provision of this Agreement);

## Ensure that its employees and Subcontractors comply with all applicable rules and policies of Sidra;

## Act in the best interests of Sidra;

## For each of the Good(s) supplied, the Company shall provide Sidra, free of charge, with a copy of:

## any applicable user or service manuals in original hard and soft copy formats; and

## any changes, revisions or any supplements to the supplied manuals, technical submittals or technical data sheet as they are produced.

## Where appropriate, the Company shall ensure that Sidra has access to a prompt supply of new and unused replacement Goods, and a prompt supply of new and unused replacement parts for each Good(s), at market rates during the life of each of the Good(s).

1. Sidra's Obligations

## In receiving the Goods, Sidra shall as soon as practicable enable the Company to access Sidra’s premises as the Delivery Destination on the Delivery Date as necessary for Company’s performance of its obligations under this Agreement.

1. **Payments and Charges**

## Payment

## Payment for the Goods shall be subject to Sidra’s Acceptance of the Goods.

## Subject to Sidra’s Acceptance of the Goods, the Company's payment for the supply of the Goods shall be the agreed amounts specified in an Order and shall not be subject to change except by a written modification or amendment of the Agreement.

## The Company's agreed amount and rates, as specified in each Order, include all taxes, duties, levies, fiscal contributions and other charges of whatever nature (including, without limitation, all taxes, duties, levies, fiscal contributions and other charges as may be assessed by the State of Qatar), as may be imposed upon the Company and the Company’s personnel (including taxes that may be introduced in the future), unless otherwise agreed by Sidra.

## For the avoidance of doubt, Sidra shall not be responsible for Company’s travel and other out-of-pocket expenses.

## Invoicing

## The Company shall submit to Sidra its invoice(s) and all supporting documentation within forty-five (45) calendar days after Delivery of the required Goods. Invoices shall be submitted electronically to [accountspayable@Sidra.org](mailto:accountspayable@sidra.org). Company shall submit original supporting receipts where applicable; at its election Sidra may accept scanned copies of supporting receipts.

## Subject to Sidra’s Acceptance of the Goods, Sidra’s Finance Department shall make its best efforts to pay the invoices within forty-five (45) calendar days of receipt. The payment cycle shall not commence until the Finance Department receives the invoice and supporting documentation. Sidra accepts no responsibility for any delay in payment that results from any misdirected invoice. Sidra shall be responsible for the outbound costs of payments (wire transfers) levied by Sidra’s bank and the Company shall be responsible for all costs levied by its bank or corresponding intermediary banks.

## If Sidra, in good faith, disputes an invoice, in whole or in part, Sidra shall notify the Company for the reasons thereof and may withhold payment of the disputed portion until settlement of the dispute. Upon settlement of any such dispute, Company shall submit an adjusting debit or credit note to revise the original invoice, or shall submit a revised invoice for the sum agreed for payment. Sidra shall then pay any balance then due in accordance with Clause 9.2.2 of this Agreement. Sidra’s right to withhold payment of such disputed sum shall be in addition to, and is not in any way in lieu of, any other right of Sidra.

## Fixed Fee Agreement

## The rates for the Goods set forth in Schedule 1 shall be considered to be fixed for the Term.

1. **Termination**

## If this Agreement is terminated pursuant to Clause 10.2, Sidra shall only be liable for payments related to Goods Delivered and Accepted by Sidra and payable expenses incurred by the Company prior to the date of termination; provided, however, that Sidra does not dispute the payment for such Goods or expenses pursuant to the terms of this Agreement.

## Sidra may terminate any Order or this Agreement immediately upon written notice to the Company, without the need to obtain a court order or arbitral award if any of the following events occur:

## Company enters into a compromise or arrangement with its creditors, has a petition presented or an order made or an effective resolution passed or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up;

## Company has a receiver, liquidator, trustee or similar officer take possession of or be appointed with respect to all or any part of its business, assets, or undertakings;

## Company commits a breach of any Warranty term of this Agreement; or, Company breaches any other condition, term or covenant of this Agreement and the breach is not remedied to Sidra’s satisfaction within fourteen (14) Working Days of Sidra giving written notice to Company of the breach; except, however, in the case of a breach resulting from Non-Compliant Goods, which requires immediate correction in accordance with Clause 11.1, in which case the Company shall make such correction to Sidra’s satisfaction, or Sidra may immediately terminate the Agreement, or seek supply of the Goods by an alternate party;

## Company persistently fails or refuses to observe or perform any of the duties or obligations required of it or made by it under this Agreement;

## a decision of any statutory or regulatory authority which is binding on Company necessitates such termination; or

## Company has committed any offence under the Qatar Penal Code and/or the Qatar anti-bribery laws.

## Notwithstanding clause 10.2, Sidra may terminate this Agreement at any time upon giving thirty (30) Working Days’ written notice to the Company without the need to obtain a court order or arbitral award.

## Sidra may, in addition to terminating an Order or this Agreement:

## recover any advance payment made to the Company for Goods not yet supplied; and

## in the case of termination pursuant to Clause 10.2, recover from the Company the amount of any direct loss or damage sustained as a result of the termination, and be regarded as discharged from any further payment obligations under the Order or this Agreement.

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

1. **Remedies**

## Sidra may, in its sole discretion, notify the Company if it supplies Goods to Sidra which do not meet the standards or requirements of this Agreement and/or the Certification Criteria (the “**Non-Compliant Goods**”). On receiving such notice from Sidra, the Company shall immediately (within twenty-four (24) hours) remedy the Non-Compliant Goods by fulfilling any missing or defective portion of the Order to the full satisfaction of Sidra; or, if such remedy cannot be timely achieved, providing replacement Goods to Sidra at no additional cost. Sidra reserves the right, alternatively, to cancel the Order at any time in accordance with Clause 4.4.

## Notwithstanding any other remedy Sidra may have under law or this Agreement, Sidra may recover as a debt due any costs incurred by Sidra as a result of:

## Non-Compliant Goods provided by the Company;

## the Company’s failure to supply the Goods or to remedy or replace the Non-Compliant Goods within 24 hours of being requested to do so by Sidra;

## using another Company to supply or replace Non-compliant Goods as necessary as a result of the Company’s failure to remedy or replace Non-Compliant Goods; or

## as a result of action Sidra has taken in an emergency situation where the Company's representative could not be contacted or was unwilling or unable to act in time to remedy or replace Non-Compliant Goods, or to otherwise rectify a breach of this Agreement.

## The rights and remedies of Sidra under this Agreement shall be in addition to, and not in limitation of, any of the rights, remedies or damages available to it at law or equity.

1. **Indemnity**

## The Company shall indemnify, defend, protect and hold harmless Sidra and all of Sidra's members, affiliates, employees, agents, directors, officers, successors and assigns (collectively, “Sidra’s Agents”), from and against any and all obligations, judgments, losses, penalties, violations, liabilities, claims, suits, proceedings, damages, fees, fines, costs, demands, allegations, and expenses of any kind, including without limitation, reasonable attorneys’ fees (collectively, “Claims”), whether direct or consequential, brought by any person or entity, arising out of or with respect to:

## Failure of Company or any of Company’s members, affiliates, employees, Subcontractors, agents, directors, officers, successors and assigns (collectively, “**Company’s Agents**”) to comply with the terms of this Agreement;

## Injuries to persons or damage to property caused by the Company or Company’s Agents in performing under or in any way connected with this Agreement, including, without limitation, injuries or damages suffered by a Sidra patient due to any person’s unauthorized access of the Sidra patients’ personal, financial or health information, when such access is directly or indirectly attributable to any act or omission of the Company or Company’s Agents;

## Any act, omission or default by or on behalf of the Company or Company’s Agents in performing under or in any way connected with this Agreement;

## Company’s negligence or wilful misconduct or Company’s Agents’ negligence or wilful misconduct in performing under or in any way connected with this Agreement;

## Any claim for wages, damages, or otherwise by any Company or any of Company’s Agents;

## Any claim of infringement of any third-party intellectual property right by the Company or Company’s Agents, or indirectly through any act of the Company or Company’s Agents, unless the intellectual property right was supplied by Sidra;

## Non-performance or incomplete performance of this Agreement due to the Company’s or any of Vender’s Agents’ failure(s) to obtain or maintain current licences or permissions;

## Costs associated with any Goods which the Company cannot supply due to Company’s or Companys’ Agents’ failure to obtain a licence or permission; and

## Warehousing, storage, transporting, use, sale and/or distribution of the Goods or which may arise from the use of the Goods by any person.

## The indemnities referred to in Clause 12.1 shall be granted whether or not legal proceedings are instituted and, even if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

1. Insurance

## The Company shall put in place and maintain throughout the period of the Agreement appropriate insurance coverage for all liabilities relevant to the Goods, required by the law of the State of Qatar law, or otherwise appropriate to fulfilment of its obligations under this Agreement (as determined by Sidra).

## The Company shall provide Sidra with documentary evidence of the insurance cover specified in Schedule 4 and attach the same thereto.

1. Bank Guarantee

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

## The Bank Guarantee will be issued in Qatari Riyals only.

## The obtaining of such Guarantee and the costs thereof shall be at the expenses in all respects of the Company.

## The Guarantee, in a format acceptable to Sidra, shall be issued by a bank registered and operating in Qatar,

## selected from a list of banks submitted by the Company to Sidra and approved.

## Sidra shall not be obliged to make any payments to the Company until the Company has provided a satisfactory Guarantee in accordance with the provisions of this clause.

## The Guarantee shall remain valid and in full effect until one year after the satisfactory delivery of all the Goods and/or Services or termination of the Agreement.

## In the event that the total contract price increases at any time during the Term of this Agreement due to Sidra’s placement of additional Orders, Sidra may require, by providing written notice to the Company, that the Company adjust the value of the Guarantee to reflect ten percent (10%) of the then-current total contract price.

1. **Warranties**

## The Company represents and warrants to Sidra as follows (collectively the “**Warranties**” and individually a “**Warranty**”):

## Company possesses sufficient skill, knowledge, resources and capacity to supply the Goods to Sidra in accordance with the terms of this Agreement, in accordance with applicable law and regulation, and in accordance with the terms of each Order;

## Company has the power, authority and capacity to enter into this Agreement and to supply the Goods to Sidra, and has obtained all necessary approvals, licences and permissions to do so, including such licences and permissions as may be required for persons engaged or employed by Company to facilitate the supply of Goods;

## Company is not restricted whatsoever from performing this Agreement by any other agreement, other document, or otherwise;

## Company has not and shall not offer to give, nor shall it give nor agree to give, to any director, officer, employee or agent of any authority, government agency, public or private entity any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to supplying the Goods;

## Each Good is of merchantable quality, fit for its intended purposes, and satisfactory to Sidra;

## All Goods (and their components) are new and, except to the extent necessary for the testing and inspection of the Goods by the Company, unused upon Delivery;

## If a shelf life or calendar life (by time not utilised) or a utilisation life is applicable to a Good, at least two thirds (2/3) of each of those lives remain with the Good on Delivery;

## Company has the capability and capacity to permit Sidra to exchange any of the Goods during the shelf life of the Goods that were previously ordered and/or Delivered by Company for other Goods supplied by the Company (whether the same category of Goods or otherwise) at an equivalent value, and the Company shall permit Sidra such exchange, and shall promptly Deliver such exchanged Goods and collect the unused Goods from Sidra upon receiving written notice from Sidra of its desire to take advantage of this Warranty term of exchange;

## Company has the capability and capacity to permit Sidra to apply such exchange value at a later date against goods supplied by Company, in which case the Company shall promptly collect the unused Goods from Sidra and issue Sidra a credit note for the equivalent value of the unused Goods collected, which credit note shall remain in full force for a period not less than one year following the termination of this Agreement;

## Company knows of no lien or encumbrance to title on any Good, and that clear title to each Good shall pass to Sidra when title passes;

## Each Good, at Delivery, conforms to samples (if any) provided to Sidra;

## Ownership, possession, use and resale of each Good by Sidra shall not infringe any proprietary right, or interest of any other person, or result in any liability to Sidra or to any person;

## All information provided, or to be provided, to Sidra by the Company is accurate, complete and true;

## Company has the resources and capacity to promptly, at its own cost, repair and rectify any breach of the Warranties set out in this Agreement, in accordance with the requirements of this Agreement and each Order;

## Company has received and reviewed (or, alternatively, will actively seek out and complete, prior to undertaking activities contemplated in this Agreement) written materials or instructions necessary to comply with Sidra Regulations (as defined in Clause 18.1), as applicable, including all health and safety procedures required by Sidra when on Sidra’s premises, and possesses all resources, equipment and personnel necessary to satisfactorily comply with applicable Sidra Regulations, and assures that its employees and Subcontractors have sufficient information and resources to comply with Sidra Regulations at all times;

## Neither Company nor its employees or Subcontractors has been listed by any government department or agency as being excluded, debarred, or suspended, proposed for exclusion, debarment or suspension, or are otherwise ineligible for participation in any government programs or contracts. The Company shall immediately notify Sidra of any change in the status of the Warranty set forth in this Clause 15.1.16. Any breach of this Clause 15.1.16 shall give Sidra the right to terminate this Agreement immediately for cause.

## On receipt of a notice from Sidra of a Warranty claim, the Company shall, at its expense, promptly remedy each Warranty claim to Sidra’s satisfaction.

## The Company shall promptly, at its own cost, supply Sidra with a report describing the actions taken in the remediation or rectification of any breach of Warranty.

## The Company shall pass to Sidra, or if the Company is unable to do so shall hold for the benefit of Sidra, all Warranties provided by third parties in respect of any Goods supplied under this Agreement.

## The Company shall be responsible for making all or any Warranty claims on Goods under this Agreement at no extra cost to Sidra.

1. Confidential Information and Personal Data

## All Confidential Information must be treated as confidential and must not be divulged to any persons, media, firms or corporations other than as approved by an authorised representative of Sidra in writing.

## For the avoidance of doubt, any and all information that relates to any Sidra patient, whether that information identifies a patient or a group of patients or not, and regardless of the manner upon which that information was obtained by the Company, is deemed to be Confidential Information.

## No public announcement of any kind or press release may be made or issued by the Company in relation to Sidra, this Agreement, or any agreement for confidentiality or non-disclosure agreement between the Parties (including referencing the existence of such agreement) without the prior written consent of Sidra.

## The confidentiality obligations of this Agreement are of extreme importance to Sidra. Patient confidentiality must be protected at all times. Any failure by the Company, its employees or agents to respect the confidentiality obligations shall be treated as a serious breach of this Agreement.

## The Company shall ensure that all employees or agents who have access to Confidential Information execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to Sidra.

## The Company shall limit access to Confidential Information to those of its employees who reasonably require such information for the purposes of performing the Services, and the Company shall ensure that all such persons comply with the confidentiality obligations set forth in this Agreement.

## The requirement for confidentiality does not apply to any information that has become part of the public domain other than through a breach of this Agreement.

## The Company shall report to Sidra in a timely manner any known or reasonable belief of any access, acquisition, use or disclosure of Personal Data, including but not limited to the identities of the individuals affected, in violation of this Agreement or applicable law. The Company shall also maintain a record of any such violations and shall provide such record to Sidra upon written request.  For the avoidance of doubt, Personal Data means any information relating to an identified or identifiable natural person by reference to such information or by combining such information with any other information (“**Personal Data**”).

## Confidential Information is and shall remain the sole and exclusive property of Sidra. Confidential Information, including Personal Data, shall not be used by the Company for any purpose other than as required to perform its obligations under the Agreement.  Without limiting the generality of the fore-going, none of the Company or its personnel shall aggregate, sell, assign, lease or in any way commercially exploit any of the Confidential Information.

## The Company agrees to use all commercially reasonable efforts to maintain security of Confidential Information including Personal Data processed pursuant to this Agreement and to prevent unauthorized use or disclosure of such Personal Data. Upon written request the Company agrees to allow Sidra the right to audit the electronic security measures maintained by the Company, or provide Sidra with an independent third party security assurance report at the Company’s sole cost and expense.

## Sidra shall notify the Company if Sidra is required to comply with any laws, rules, regulations or other legal requirements of Qatar or any other jurisdiction. If Sidra determines in its sole discretion that this Agreement does not comply with applicable law or other legal requirements Sidra may terminate this Agreement without penalty.

## All Confidential Information provided by Sidra to the Company in relation to this Agreement shall be returned to Sidra immediately upon Sidra’s request (and in any event at the termination of this Agreement), and any copies of such Confidential Information shall be disposed of permanently in accordance with Sidra’s instructions.

1. Force Majeure

## Neither Party shall be liable to the other Party for its inability or failure to perform, or delay in performing, any of its obligations (other than the obligations to make payments due) under this Agreement caused by any act or events reasonably beyond a Party's control and where the Party cannot reasonably mitigate its effects, including strikes, lockouts, riots, acts of war, epidemics, governmental action superimposed after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters ("**Force Majeure**") but excluding industrial action on the part of the Company or its employees or agents), blockade, trade embargo or severance of diplomatic relations, provided that the Party affected takes all reasonable steps to reduce the effect of the Force Majeure.

## If a Party is unable to perform, in whole or in part, its obligations under this Agreement by reason of an alleged Force Majeure event, then such Party shall notify the other Party as soon as possible, but in any event not more than seven (7) days after the occurrence of the act or event being relied on as a Force Majeure event. Failure to notify the other Party within the seven (7) day period shall preclude the Party from relying on the act or event as a Force Majeure event. The Party so affected shall be relieved of those obligations to the extent it is so unable to perform them and such inability to perform so caused shall not make such Party liable to the other.

## In the event that Force Majeure prevents a Party from substantially performing its obligations under this Agreement for a period of more than forty (40) days either Party may terminate this Agreement on giving to the other Party fourteen (14) days’ written notice, without any liability other than as a result of a default under this Agreement which occurred prior to the date of the event of Force Majeure, provided that the Party alleging a Force Majeure shall have given notice in accordance with clause 17.2.

1. Governing Law and Jurisdiction

## This Agreement shall be governed by and construed according to applicable bylaws, policies, procedures, and other governing documents of Sidra, including but not limited to those that pertain to confidentiality and data security (“Sidra Regulations”) and Laws of the State of Qatar. The Parties irrevocably agree to the personal jurisdiction of the courts of the State of Qatar for all causes of action, how so ever arising, that may be deemed to fall outside the mechanism for dispute resolution set out in clause 19.

1. Dispute Resolution

## If any difference or dispute arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then either Party may serve notice in writing on the other informing the other Party of the details of the difference or dispute.

## If any dispute arises in connection with this Agreement, Sidra's representative and the Company’s representative shall, within fourteen (14) Working Days, or any other extended period agreed by the Parties, of a written request from one Party to the other, meet in good faith in an effort to resolve the dispute.

## Any dispute which cannot be resolved amicably in accordance to Clause 19.1. and Clause 19.2 above, shall be referred to and finally resolved by the courts and in accordance to the laws of the State of Qatar.

## Notwithstanding any dispute the Company will continue to comply with its respective obligations under this Agreement.

1. Miscellaneous

## **Relationship of the Parties:** Nothing in this Agreement constitutes the Parties as partners or as agents for each other and Company shall be considered to be an independent contractor. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

## **Contract Manager:** The Contract Manager is identified at Schedule 6.If the Contract Manager appointed by either Party changes, the appointing Party shall notify the other Party in writing two (2) days prior to such change being affected.

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

## **Non-Solicitation:** During any period that any individual assigned by a Party to perform obligations in connection with this Agreement is performing such obligations and for a period of twelve (12) months following termination of this Agreement, without the prior written consent of the Party that has employed such individual, the other Party shall not, directly or indirectly, solicit for employment, or contract for the services of, such individual; provided, however, that the foregoing shall not prohibit a general, non-targeted solicitation for employment, such as newspaper advertisements.

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

## **No Conflicts:** The Company shall not allow any of its personnel or Sidra’s personnel to acquire any personal interest that may conflict with their responsibilities under this Agreement. Upon discovery, the Company shall notify Sidra of any incidences of conflict of interest and take the necessary steps to cease the participation of the affected personnel in any Agreement related activity. Sidra may, at its own discretion, allow participation of affected personnel if it determines that the personnel’s involvement in the performance of the Services is not detrimental to Sidra’s interests.

## **Care of Property and Premises:** The Company agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Agreement or purchased by it for the supply of Goods under this Agreement.

## **Non-Representation and Promotion**

## The Company acknowledges that Sidra has appointed the Company to supply the Goods as described in Schedule 1, and the Company shall not:

## represent the Company as being endorsed or otherwise approved by Sidra; or

## refer to Sidra in any form whatsoever unless authorised in writing by Sidra.

## **Amendment and Variation:** This Agreement cannot be amended, modified or varied or supplemented except in writing and subject to the signatures of authorised representatives of the Parties.

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

## **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **Non Assignment**:

## The Company may not assign its rights or delegate any of its duties under this Agreement without the prior written consent of Sidra. Any unauthorized attempted assignment by Company shall be null and void and of no force or effect.

## Sidra shall be entitled, without the prior written consent of the Company, to assign or transfer this Agreement or any right or obligation under this Agreement to any of its related companies or affiliates.

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

## **Notices**:

## Any notice, request or approval required to be given pursuant to this Agreement shall be given by facsimile transmission, by international courier or by hand delivery. Such notice shall in the case of:

## a facsimile transmission, be deemed served on the Working Day following the Working Day after dispatch; and

## international courier or hand delivery, be deemed served at the time of delivery, if before 6.00 p.m. on the Working Day following the Working Day after delivery.

## All notices, requests, consents or approvals to be given under this Agreement shall be in writing, in English and shall be signed by a duly authorised representative of a Party all notices shall be provided as per the details set out in Schedule 5.

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

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

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

## **Special Conditions:** Purported amendments or deviations from the Standard Terms and Conditions (as defined therein) shall have no effect, and the Standard Terms and Conditions shall take precedence over any such purported amendments or deviations.

## **Binding Effect****:** This Agreement shall be binding upon and inure to the benefit of all the parties hereto, their heirs, administrators, personal representatives, successors and assigns, subject to the restriction on assignment in Clause 20.12.

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

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

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

**IN WITNESS WHEREOF** this Agreement is signed for an on behalf of:

|  |  |
| --- | --- |
| **Sidra Medicine** | **[Company Name]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [NAME OF AUTHORISED REPRESENTATIVE]  [DESIGNATION] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [NAME OF AUTHORISED REPRESENTATIVE]  [DESIGNATION] |
| Date: | Date: |

**Schedule 1**

**Goods**

The Goods made available to Sidra under this Agreement by the Company consist of:

|  |
| --- |
|  |

**A. Schedule of Goods**

Schedule 2

**Purchase Order Sample**

[ON SIDRA LETTERHEAD]

**Sidra Ref:** [INSERT SIDRA REFERENCE]

**Order Date:** [INSERT ORDER DATE]

**Number of Pages:** [INSERT NUMBER OF PAGES]

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **To:** | |  | **From** | |  | **Deliver to:** | |
| **Company** |  |  | **Company** | Sidra Medicine |  | **Address** | North Gate Mall & Office BuildingsB-5, 2nd Floor,Bu Merzaz Street, Al Kharaitiyat,Zone 71, Street 83,PO Box 26999 Doha, Qatar |
| **Attention** |  |  | **Name** |  |  | **Name** |  |
| **Tel** |  |  | **Tel** |  |  | **Department** |  |
| **Fax** |  |  | **Fax** |  |  | **Telephone** |  |
| **Email** |  |  | **Email** |  |  | **Email** |  |

**Subject:** Purchase Order – Contract for Goods– [INSERT DATE OF CORRESPONDING CONTRACT FOR GOODS]

Dear [INSERT NAME OF RECIPIENT]:

As per Clause 4.2 of the above-referenced Contract for Goods between Sidra Medicine and [INSERT NAME OF COMPANY] (the “Agreement”), Sidra hereby orders the following Goods, according to the prices, delivery schedule and delivery locations set forth below in the Schedule of Goods, subject at all times to the terms and conditions set forth within the Agreement and any conditions set forth below.

**Conditions:**

1. All Deliveries must be made during Sunday through Thursday between 8.30 a.m. and 2.30 p.m.;
2. Sidra’s Reference Number should be indicated on all Goods and documents relating to this Purchase Order;
3. By signing, stamping below and returning this Purchase Order to Sidra, Company acknowledges receipt of this Purchase Order and its acceptance of the Order and these conditions.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Summary of Goods** | | | | | | | | | | |
|  |  | | | |  |  |  |  | |
| **Line #** | **Description of Goods** | | | | **Unit of Measure** | **Qty** | **Price / UOM** | **Currency** | | **Price** |
| 1 | [Add as Required] | | | |  |  |  |  | | [INSERT PRICE] |
| 2 |  | | | |  |  |  |  | | [INSERT PRICE] |
| 3 |  | | | |  |  |  |  | | [INSERT PRICE] |
| 4 |  | | | |  |  |  |  | | [... ] |
| 5 |  | | | |  |  |  |  | |  |
| 6 |  | | | |  |  |  |  | |  |
| 7 |  | | | |  |  |  |  | |  |
|  |  | | | |  |  |  |  | |  |
|  |  | | | |  |  |  |  | |  |
| **Sub Total** | | | **[... ]** |
| Discount % | [... %] | |  |
| Discount Total | | | [... ] |
| **Grand Total:** | | | **[... ]** |
|  | | | | | | | | | | |
| **Authorised By:** | | |  | **Acknowledged and Accepted By:** | | | | | | |
|  | | |  |  | | | | | [Company Stamp] | |
|  | | |  | **[INSERT COMPANY SIGNATORY NAME]** | | | | |
|  | | |  | [INSERT SIGNATORY DESIGNATION | | | | |
| Sidra Medicine | | |  | [INSERT COMPANY NAME] | | | | |
| [INSERT DATE] | | |  | [INSERT DATE] | | | | |
|  | | | | | | | | | | |
| Please address all invoices to: | | | | | | | | | | |
| **Address** | | Sidra Medicine  Accounts Payable Section  Finance Department |
| **Telephone** | | +974 4003 9195 |
|  | |  |
|  | |  |

Schedule 3

**Certification Form**

[On Sidra Letterhead]

**CERTIFICATION FORM**

**Date:** [INSERT DATE]

**Name of Goods:** [INSERT NAME OF GOODS]

Check if met:

*Sidra confirms that the Certification Criteria as set forth in the Order of Goods relating to the Contract for Goods between Sidra and [INSERT COMPANY NAME] dated [INSERT DATE OF CONTRACT FOR GOODS] for the above-referenced Goods have been fully met.*

*To be effective against Sidra, this form must be signed by the [INSERT CORRECT SIDRA AUTHORITY], or his designee.*

[INSERT CORRECT SIDRA AUTHORITY]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Schedule 4

**Insurance**

Company shall at all times throughout the Term of the Agreement, maintain the following types and levels of insurance:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Policy** | **Level of Coverage** | **Required\*** | | |
|  | | | | |
| Worker’s Compensation | Company to provide certificate of insurance when requested by Sidra |  |  | Yes |
| Commercial General Liability (for bodily injury, personal injury, wrongful death and/or property damage) | Company to provide certificate of insurance when requested by Sidra |  |  | Yes |
| Professional Indemnity | Not Required |  |  |  |
| Health Insurance | Not Required |  |  |  |
| Commercial Automobile Liability | No Required |  |  |  |

\*copies of all required insurance policies will be appended to this Agreement within five days following the Effective Date

**Schedule 5**

**Notices**

## Notices under this Agreement shall be provided as follows:

## To:

## General Counsel,

## Sidra Medicine, Legal Services

## Out-Patient Clinic, Al Luqta Street

## Education City North Campus

## Qatar Foundation

## PO Box 26999

## Doha, Qatar

To:

**Schedule** 6

**Contract Manager**

1. Sidra’s Contract Manager shall be [Mr.] .
2. The Company’s Contract Manager shall be [Mr.] .