

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 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  Daniel J. Edelman, Inc.	2. Registration Number  3634
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3. Primary Address of Registrant  
 111 North Canal Street, suite 1100, Chicago, IL 60606

4. Name of Foreign Principal  MOHAMED BIN ZAYED UNIVERSITY OF ARTIFICIAL INTELLIGENCE	5. Address of Foreign Principal  Building 1B, Masdar City Abu Dhabi, United Arab Emirates UNITED ARAB EMIRATES
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6. Country/Region Represented  
 UNITED ARAB EMIRATES

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) Higher learning institution.
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "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.

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

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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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.

Mohamed bin Zayed University (MBZUAI) is a graduate research university dedicated to advancing AI globally.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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

Item 10(b) Financed: The MBZUAI is a University funded by the UAE Government.

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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

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**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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
06/04/2025	Raquel daFonseca	<input type="text" value="Sign"/> /s/Raquel daFonseca
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

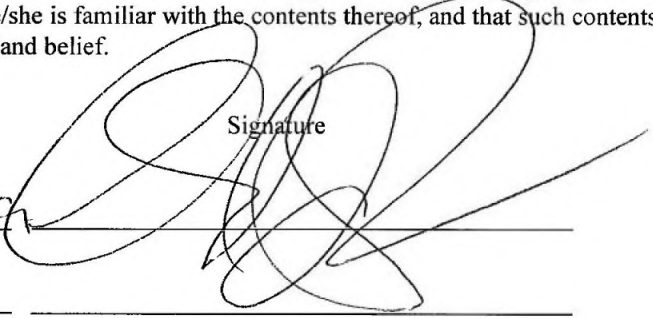
**EXECUTION**

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Date

Printed Name

Signature

June 3, 2025	Reiguel de Fonseca	

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 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 Daniel J. Edelman, Inc.	2. Registration Number 3634
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3. Name of Foreign Principal  
MOHAMED BIN ZAYED UNIVERSITY OF ARTIFICIAL INTELLIGENCE

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 05/07/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide public relations, strategic advice and counsel and international event support to promote MBZUAI to academia and other global markets.

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

Provide thought leadership, strategic counsel for MBZUAI's leadership to global stakeholders through media engagements and events.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

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.

Provide thought leadership, strategic counsel for MBZUAI's leadership to global stakeholders through media engagements and events.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

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

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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.

<sup>2,3,4</sup> 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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
06/04/2025	Raquel daFonseca	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Raquel daFonseca
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

**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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

June 3, 2025 Raquel de Fonseca 

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**DATED 07 May 2025**

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**SERVICES AGREEMENT**

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**MOHAMED BIN ZAYED UNIVERSITY OF ARTIFICIAL INTELLIGENCE**

**AND**

**EDELMAN FZ LLC**

**Communications Agency  
07 May 2025**

**CONTENTS**

1.	RECITALS INCORPORATED .....	1
2.	DEFINITIONS AND INTERPRETATION.....	1
3.	TERM.....	4
4.	STATEMENTS OF WORK.....	4
5.	SERVICES .....	5
6.	SUPPLIER'S OBLIGATIONS .....	5
7.	CHARGES AND PAYMENT .....	6
8.	PAYMENT .....	6
9.	TRAVEL, ACCOMMODATION AND OTHER OUT-OF-POCKET EXPENSES .....	7
10.	CONFIDENTIALITY .....	7
11.	PUBLICITY .....	9
12.	SECURITY .....	9
13.	INTELLECTUAL PROPERTY .....	9
14.	INFRINGEMENT OF THIRD PARTY RIGHTS.....	10
15.	DEFECTS LIABILITY .....	10
16.	LIABILITY .....	11
17.	TERMINATION .....	11
18.	MBZUAI'S AUDIT RIGHTS .....	13
19.	DATA PROTECTION .....	13
20.	FORCE MAJEURE.....	15
21.	ASSIGNMENT AND SUBCONTRACTING.....	15
22.	NOTICES.....	15
23.	ANTI-CORRUPTION.....	16
24.	GENERAL .....	16
25.	ESCALATION PROCEDURE .....	17
26.	GOVERNING LAW .....	18
27.	ARBITRATION.....	18
	SCHEDULE 1: SERVICES DESCRIPTION.....	20
	SCHEDULE 2: SLA & KPI.....	21.

**THIS AGREEMENT** is made on

2025

**BETWEEN:**

- (1) **MOHAMED BIN ZAYED UNIVERSITY OF ARTIFICIAL INTELLIGENCE**, a university established pursuant to Abu Dhabi Law No.25 of 2019 in Abu Dhabi, United Arab Emirates (the "MBZUAI"), and
- (2) **EDELMAN FZ LLC** (registered number CN-2758187) whose registered office is at Abu Dhabi, United Arab Emirates ("**Supplier**").

**RECITALS:**

- A MBZUAI is a world-class academic university providing its curriculum in the UAE and elsewhere.
- B MBZUAI wishes to retain a company to undertake the provision of Services and Deliverables to MBZUAI.
- C Supplier is an experienced and expert provider of such services and deliverables to organisations the same as and/or similar to MBZUAI.
- D Supplier agrees to provide the Services and Deliverables to MBZUAI on the terms and conditions of this Agreement.

**IT IS AGREED:**

**1. RECITALS INCORPORATED**

The above Recitals are incorporated herein as material representations of the Parties, which form a substantive part of this Agreement.

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

"**Agreement**" means these terms and conditions of this agreement which include the recitals, the body of this agreement, the attached Schedules and appendices and annexes, together with any incorporated documents, and each Statement of Work, all as may be varied from time to time in accordance with such terms;

"**Applicable Law**" and any reference to any legislative provisions means any applicable law, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time;

"**Background IPRs**" means Intellectual Property Rights that belong to or are licensed to a Party prior to the Effective Date and/or that are generated or acquired independently of this Agreement after the Effective Date but excluding the Deliverables;

"**Business Day**" means any day other than, in the location in which MBZUAI is headquartered, an official public holiday or a day on which the banks are obligated to close for business;

**"Business Hours"** means 8:00am to 6:00pm on a Business Day;

**"Charges"** means the sums identified as the "Charges" in Schedule 1 or a Statement of Work;

**"Confidential Information"** means:

- (a) all information which is disclosed by one Party to the other, whether before or after the date of this Agreement, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a Party's (or, in the case of MBZUAI, any MBZUAI Company's) business, including its products, operations, processes, plans or intentions, developments, trade secrets, recipes, know how, design rights, market opportunities, personnel, suppliers and customers of the Party disclosing it including any personal data the disclosing Party controls;
- (b) in the case of MBZUAI only, all MBZUAI Data and the Deliverables; and
- (c) all information derived from any of the above together with the existence or provisions of this Agreement and the negotiations relating to it;

**"Control"** means, in relation to a person, the direct or indirect ownership of more than fifty per cent (50%) of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person whether through the ownership of voting capital, by contract or otherwise, and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

**"Data Protection Laws"** means all applicable Laws relating to data protection, the processing of personal data and privacy, including:

- (a) the Data Protection Act 2018;
- (b) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

and references to **"data processor"**, **"data subjects"**, **"personal data"**, **"process"**, **"processed"**, **"processing"**, **"processor"** and **"Supervisory Authority"** have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws;

**"Deliverable(s)"** means any and all technical documentation and user documentation, as well as any other tangible or intangible materials, analyses or reports developed or to be developed and provided by Supplier to MBZUAI as specified in Schedule 1 or a SOW signed by the Parties;

**"Dispute"** means any dispute, difference, claim, action, demand or set-off arising out of or in connection with this Agreement or any related agreement (including, without limitation, any question regarding its existence, validity or termination), whether contractual or non-contractual;

**"Edelman Background Materials"** means any materials, photographs, files or sound recordings, the rights in which are owned by Edelman or its affiliates and which are in existence as of the Effective Date or are not created in the course of providing the Services.

**"Effective Date"** means the date of this Agreement, on which its terms and conditions commence;

"**Force Majeure**" has the meaning set out in the Force Majeure clause;

"**Intellectual Property Rights**" means copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), database rights, trade secrets and all other similar rights anywhere in the world (whether registered or unregistered);

"**MBZUAI**" means (i) with respect to this Agreement, the legal entity entering into this Agreement; (ii) with respect to a Statement of Work, the MBZUAI Company which enters into that Statement of Work;

"**MBZUAI Company**" means any subsidiary or affiliate of MBZUAI. In the event Supplier has questions concerning the bona fide MBZUAI Company status of any entity with which it deals or communicates in connection with this Agreement, Supplier may request verification from the signatory to this Agreement, and the signatory's written response may be relied on by Supplier;

"**Party(ies)**" means with respect to this Agreement, the signatories, with respect to a Statement of Work, Supplier and MBZUAI Company which enters into that Statement of Work;

"**Services**" means the services, functions, responsibilities and outputs to be provided and fulfilled by Supplier under this Agreement, as more particularly described in each Statement of Work and/or Schedule 1 (as applicable);

"**Site**" means any site or location where the Services are to be performed as set out in the Specification or as otherwise specified by MBZUAI;

"**Specifications**" means the functionality and performance specifications and any other requirements pertaining to the functionality and performance of a Deliverable which are (i) set forth in the Schedule 1 or the SOWs, (ii) provided by Supplier as a result of the provision of the Services, and/or (iii) otherwise agreed in writing by the Parties;

"**Statement of Work**" or "**SOW**" means the detailed description of the activities to be performed by Supplier together with acceptance criteria, delivery dates and commercial terms which may be supplemented by subsequent sub-Statement of Works ("**Sub-Statement of Work**");

"**Third Party**" means any person who is not a Party;

"**Third Party Materials**" means any press and publicity materials, photographs, films, sound recordings, research data and all other materials created by a Third Party other than an affiliate, regardless of whether such material is already in existence at the time that it is intended to be used or is commissioned by the Supplier or any affiliate, on behalf of MBZUAI, for the provision of the Services.

"**Timetable**" means the time (including any milestones) for provision of the Services as set out in the Specification;

"**UAE**" means the United Arab Emirates; and

"**VAT**" means Value Added Tax at the rate legally chargeable from time to time.

## 2.2 Interpretation

In this Agreement, unless the context otherwise requires:

2.2.1 references to the singular shall include references to the plural and vice versa,

words denoting natural persons shall include corporations and any other legal entity and vice versa, and words denoting any gender shall include every gender;

2.2.2 the word including is to be construed without limitation;

- 2.2.3 a reference to a particular clause, paragraph, Schedule or appendix shall be a reference to the clause, paragraph, Schedule or appendix in or to this Agreement;
- 2.2.4 references to a derivative of a term defined in this Agreement shall have the equivalent grammatical meaning;
- 2.2.5 the headings are inserted for convenience only and are to be ignored for the purposes of construction; and
- 2.2.6 a reference to any legislative provision shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

### **2.3 Discrepancies with a Schedule**

In the event of any conflict, ambiguity or discrepancy between the parts of this Agreement, then the following order of precedence shall apply:

- 2.3.1 the clauses; followed by
- 2.3.2 the Schedules; followed by
- 2.3.3 each Statement of Work.

### **3. TERM**

- 3.1 This Agreement shall take effect from the Effective Date and, subject to the earlier termination of this Agreement in accordance with its terms or by operation of law, continue for a **period of One (1) year** ("Term").
- 3.2 For the avoidance of doubt a Statement of Work shall terminate when both Parties have fulfilled all of their obligations under that Statement of Work.

### **4. STATEMENTS OF WORK**

- 4.1 This Agreement is a master services agreement specifying the core terms and conditions which will be applied to the Services and Deliverables provided by Supplier to MBZUAI and/or an MBZUAI Company pursuant to individual Statements of Work and/or the Schedules. Each Statement of Work, once agreed, shall be subject to the terms and conditions of this Agreement. Each valid Statement of Work and this Agreement will, together, form a standalone contract between the Parties. All terms and conditions are binding and are only subject to modification as provided herein.
- 4.2 No Statement of Work may contain any terms, provisions or conditions which purport to amend, modify or conflict with the terms, provisions or conditions of this Agreement.
- 4.3 In the event any term or condition in conflict with this Agreement is included in any Statement of Work, it will be null and void and the corresponding term, provision or condition of this Agreement shall apply.

#### **4.4 Authorisation of Statement of Works**

A Statement of Work shall, for the purposes of this Agreement, be considered authorised when the signature page pertaining to that Statement of Work has been signed by the duly authorised representatives of the Parties to that Statement of Work, and a generated MBZUAI purchase

order with sufficient funding to cover all costs and expenses under that Statement of Work has been provided to Supplier.

## **5. SERVICES**

5.1 Supplier shall provide to MBZUAI the Services and Deliverables on the terms and conditions set forth in this Agreement.

5.2 Supplier shall perform its obligations under this Agreement:

5.2.1 so as to perform the Services;

5.2.2 so as to deliver all Deliverables by the times specified in this Agreement and in accordance with any applicable specifications;

5.2.3 in accordance with all Applicable Laws; and

5.2.4 in accordance with MBZUAI's instructions,

all in accordance with this Agreement.

5.3 Supplier shall, without prejudice and further to this clause, provide the following as part of the Services:

5.3.1 any assistance reasonably required by MBZUAI, any MBZUAI Company and/or their provider(s) of goods and/or services;

5.3.2 any services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in this Agreement or a Statement of Work as being within the scope of Supplier's responsibilities but which are reasonably and necessarily required for, or necessarily and/or reasonably related to, the proper performance and provision of the Services or Deliverables.

## **6. SUPPLIER'S OBLIGATIONS**

6.1 Supplier shall:

6.1.1 comply with the reasonable instructions of MBZUAI in relation to the performance of the Services;

6.1.2 meet the performance dates specified in the Specification and Timetable;

6.1.3 co-operate and consult with other contractors associated with MBZUAI or the Services where this is necessary or reasonably desirable for the proper performance of this Agreement, or where otherwise specified as being a part of the Services;

6.1.4 comply with MBZUAI's codes of conduct and policies as amended by MBZUAI at its sole discretion from time to time to the extent that MBZUAI has notified Supplier of those codes of conduct, policies and amendments.

6.2 Supplier warrants, represents and undertakes that:

6.2.1 it has authority to enter into this Agreement and to grant the rights granted to MBZUAI hereunder;

- 6.2.2 to the best of its knowledge, the provision of the Services will not violate any Applicable Law, Data Protection Laws, and any consent order or judicial decree, or any agreement with any Third Party;
  - 6.2.3 suitably qualified and trained professional personnel acceptable to MBZUAI will be selected to provide the Services and interface with MBZUAI. Supplier shall ensure such persons, have no criminal record, and will in each case not be replaced by Supplier save for good reason and on reasonable prior notice to MBZUAI and each replacement shall also be a suitably qualified and trained professional person acceptable to MBZUAI. Supplier shall provide replacement personnel as soon as possible and in any event within ten (10) Business Days of receiving MBZUAI's written request to replace any such personnel or sub-contractor, so as to prevent any delay to the Services and ensuring that the Services remain unaffected or uninterrupted;
  - 6.2.4 it shall incur the cost, and is solely responsible for, and shall ensure that all personnel deployed for the provision of Services (including the personnel of any subcontractor) have appropriate visas and work permits;
  - 6.2.5 neither the provision nor the performance of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any Third Party;
  - 6.2.6 it owns or has obtained valid licences of all Intellectual Property Rights which are necessary to the performance of any of its obligations hereunder; and
  - 6.2.7 the Services shall be provided in accordance with MBZUAI's requirements and Specifications.
- 6.3 In the event that Supplier breaches any of the aforesaid warranties, MBZUAI shall give written notice to Supplier of such breach, which shall be remedied within ten (10) Business Days of such notice at no additional cost. MBZUAI shall at its entire discretion be entitled to terminate this Agreement or the Statement of Work to which such breach relates to with immediate effect, upon written notice having been served provided such breach is not remedied within the above period. This shall not in any way affect the accrued rights and remedies of the Parties. In the event of any dispute the Parties shall be entitled to invoke the Escalation Procedure as set out herein.

## **7. CHARGES AND PAYMENT**

- 7.1 The Services shall be subject to Charges as set out in Schedule 1.

## **8. PAYMENT**

- 8.1 In consideration of the performance of the Services, MBZUAI shall pay the Charges at the rates and in the amounts specified in each Statement of Work and/or Schedule 1, as applicable.
- 8.2 MBZUAI will pay Supplier's invoices within sixty (60) days of receipt thereof, except for amounts reasonably disputed by MBZUAI. Where MBZUAI in good faith identifies reasons to dispute an invoice or specific amounts therein, MBZUAI will notify Supplier promptly in writing, setting out such reasons.
- 8.3 Prompt payment will be subject to the rendering of an invoice correctly detailing the Statement of Work and/or Schedules, as applicable, to which it relates and sent to the correct postal address.

- 8.4 Invoices should be accompanied by the original documentation, detailing MBZUAI's allocated project number; for time and materials projects, a copy of all signed timesheets against which the invoice is raised and the relevant Statement of Work and/or Schedules, as applicable.
- 8.5 MBZUAI shall not be obligated to pay any invoices for charges which are billed more than one hundred eighty (180) days following the rendering of the Service.
- 8.6 If a Statement of Work and/or Schedule, as applicable, stipulates that Services are to be provided on a time and material basis:
- 8.6.1 Supplier shall complete weekly electronic timesheets showing the hours worked by Supplier or his personnel and submit these to MBZUAI's project manager for an electronic approval. Invoices will be based on approved timesheets by the responsible MBZUAI project manager.
- 8.6.2 All invoices shall clearly identify the work carried out and shall set out the time spent and the applicable fee rates as defined in the Statement of Work and/or Schedules, as applicable. Supplier shall invoice MBZUAI only for days actually worked on MBZUAI's behalf, and shall not charge for holidays, sickness or other absence. Overtime shall not be worked or billed except where expressly agreed in writing by a duly authorised representative of MBZUAI, in advance of the overtime being worked.
- 8.7 All Charges and respective invoices submitted by Supplier to MBZUAI shall be inclusive of VAT. Each Party shall be responsible for their own respective taxes and administrative charges imposed by them according to the relevant law.

**9. TRAVEL, ACCOMMODATION AND OTHER OUT-OF-POCKET EXPENSES**

Supplier shall not be entitled to any travel, accommodation or other out-of-pocket expenses other than as expressly permitted within the terms of a Statement of Work and/or Schedules, as applicable. If travel, accommodation and/or other out-of-pocket expenses are to be reimbursed by MBZUAI, this must be stated in the relevant Statement of Work and/or Schedules, as applicable, together with an estimated total amount for those expenses.

**10. CONFIDENTIALITY**

- 10.1 Each Party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and comply with this clause. In particular the Recipient shall:
- 10.1.1 use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement;
- 10.1.2 keep the Disclosing Party's Confidential Information secure and, without prejudice to the foregoing, take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential or proprietary information;
- 10.1.3 not disclose the Disclosing Party's Confidential Information to any Third Party except with the prior written consent of the Disclosing Party or in accordance with this clause; and

- 10.1.4 not remove, overprint or deface any notice of copyright, trademark, logo, or other proprietary notices from any originals or copies of the other Party's Confidential Information.
- 10.2 Notwithstanding any other provision of this clause, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees and any Supplier sub-contractor or other Third Party who are directly involved in, and need to know such Confidential Information for the purpose of, the provision or receipt of the Services and/or Deliverables. Supplier shall ensure that the directors, employees, sub-contractors and Third Parties described in this clause to which it intends to disclose MBZUAI's Confidential Information are aware of the confidential nature of the information. Supplier shall further impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those that are set out in this clause, except that disclosure by those Supplier sub-contractors or other Third Parties shall be prohibited.
- 10.3 Notwithstanding any other provision of this clause, MBZUAI and/or an MBZUAI Company may use Supplier's Confidential Information to the extent necessary to enable it to gain the benefit of this Agreement (including licences and ownership rights granted to it under this Agreement). It may disclose Supplier's Confidential Information to MBZUAI's other service and goods providers to the extent reasonably required to enable them to provide their services and goods to MBZUAI and/or any MBZUAI Company.
- 10.4 The obligations of confidentiality set out in this clause shall not apply:
- 10.4.1 where the Disclosing Party has given its specific prior written consent to the disclosure;
- 10.4.2 to Confidential Information which, at the Effective Date, is or becomes at any time after that date, within the public domain (other than as a result of a breach of this clause);
- 10.4.3 where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a Third Party who was free to divulge it;
- 10.4.4 where disclosure is to any potential or actual replacement supplier, provided that any such Third Party enters into confidentiality undertakings equivalent to the provisions of this clause; or
- 10.4.5 where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.
- 10.5 Neither Party shall be in breach of these clauses where it is required to disclose the other Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where a Party is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.
- 10.6 To the extent that MBZUAI's Confidential Information is no longer required by Supplier to enable Supplier to perform its obligations or exercise its rights under this Agreement, Supplier shall (and shall procure that its Personnel) Supplier sub-contractors and other relevant Third Parties shall) immediately either return such Confidential Information together with any medium of the information in its control, or (at MBZUAI's option) destroy it and provide written confirmation of such, provided that Supplier may retain one (1) copy of such Confidential Information in a secure legal archive in order to monitor compliance with and defend any claim pursuant to this Agreement, and shall not be obligated to delete any disaster recovery or back-up storage device.

- 10.7 Supplier shall not (except as permitted under this Agreement):
- 10.7.1 disclose or permit disclosure of any details (including the existence) of this Agreement to any Third Party;
  - 10.7.2 disclose that MBZUAI is its client to any Third Party;
- without having first obtained the prior written consent of MBZUAI.

## **11. PUBLICITY**

- 11.1 Except with the prior written consent of MBZUAI which will not be unreasonably conditioned or delay, Supplier shall not:

- 11.1.1 make any press announcements regarding the arrangements agreed between the Parties; or
- 11.1.2 otherwise publicise this Agreement or any part hereof in any way.

in any written, verbal or electronic form including on social media. However, Supplier may, at any time, and without the permission of MBZUAI, mention in its marketing materials that it is the agency of record for MBZUAI.

## **12. SECURITY**

- 12.1 Supplier shall comply, and shall procure that each of Supplier personnel shall comply, with:

- 12.1.1 MBZUAI's security policy (including all applicable site specific security requirements), as are notified to Supplier in writing from time to time; and
- 12.1.2 Supplier's own internal security standards.

- 12.2 Supplier shall co-operate with any investigation relating to security which is carried out by or on behalf of MBZUAI, including providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by MBZUAI.

- 12.3 Supplier shall advise MBZUAI as soon as it is aware of any security breach or potential security breach, and in any case within twenty-four (24) hours after discovery, which may affect the Services or MBZUAI's reputation.

- 12.4 Where Supplier is affected by a security breach or potential security breach, it shall take whatever action is necessary to minimise the impact of such event and prevent such events recurring. Supplier shall bear the cost of such action or preventative measures where the loss, damage or destruction or unauthorised access arises as a result of a breach by Supplier of its obligations under this Agreement.

## **13. INTELLECTUAL PROPERTY**

- 13.1 All Intellectual Property Rights in the trademarks and brands of MBZUAI, any MBZUAI Company or any of their customers shall not be used by Supplier for any purpose whatsoever without MBZUAI's prior written consent and then only if used in compliance with MBZUAI's brand guidelines or other reasonable written instructions.

- 13.2 Subject to clause 13.3 and conditional upon payment in full of all amounts due and owing to the Supplier with respect to the Services, the Supplier will assign to MBZUAI all of its right, title and interest, including all of its copyright and trademark rights, in the Deliverables; provided

however that MBZUAI shall obtain no ownership interest in: (i) Third Party Materials, (ii) Edelman Background Materials, and (iii) materials the Supplier considers proprietary including media lists, databases, materials and proposals the Supplier submits to MBZUAI that MBZUAI does not engage the Supplier to implement.

- 13.3. Subject to clause 13.4, Supplier grants to MBZUAI a perpetual, royalty-free, irrevocable and non-exclusive worldwide licence to use, copy, sub-license and create derivative works in Third Party Materials included in the Deliverables, For the avoidance of doubt, this license is subject at all times to the terms, restrictions and limitations imposed by such Third Party rights holders, and nothing in this clause shall be construed to extend any rights beyond those expressly granted under such third-party licenses.

13.4 To the extent Supplier incorporates Third Party Materials into the Deliverables, Supplier shall ensure that it has obtained all necessary licensing rights to ensure the Deliverables may be used by MBZUAI in accordance with the rights granted under clause 13.3. For the avoidance of doubt, the cost of procuring any licensing rights necessary shall be to Supplier's account. The Supplier shall inform MBZUAI of any usage restrictions that apply to Third Party Materials and MBZUAI shall comply with those restrictions notwithstanding the provisions of clause 13.3.

13.5. To the extent any Edelman Background Materials are incorporated into the Deliverables, the Supplier grants MBZUAI a limited, perpetual, non-exclusive, irrevocable, non-transferable, royalty-free license to use such Edelman Background Materials solely as embedded in, and to the extent necessary for the use of the Deliverables for their intended purpose. For the avoidance of doubt, this clause does not grant MBZUAI any rights to use, reproduce, adapt or exploit any Edelman Background Materials independently from the Deliverables, nor does it transfer any ownership or broader usage rights in such materials to MBZUAI.

#### **14. INFRINGEMENT OF THIRD PARTY RIGHTS**

14.1 Subject to clause 14.1.1, 14.1.2, and 14.1.3, Supplier shall fully indemnify MBZUAI against all actions, proceedings, damages, costs, claims, charges and expenses arising from or incurred by reason of any third-party claim for infringement or alleged infringement of any Intellectual Property Rights arising from MBZUAI's receipt and/or use of the Services and/or Deliverables as provided by Supplier, provided that MBZUAI takes reasonable steps to mitigate any such losses, and Supplier shall have no liability to the extent such infringement arises from: (i) MBZUAI's use of the Deliverables for purposes other than those for which they were supplied; (ii) use of draft or incomplete materials without the prior written approval from Supplier; and/or (iii) modification of the Deliverables by MBZUAI or any third party without Supplier's written consent. The Supplier's total aggregate liability under this clause 14, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed three hundred percent (300%) the total value of the Agreement.

14.1.1 MBZUAI shall notify Supplier in writing of any alleged infringement of which MBZUAI becomes aware;

14.1.2 MBZUAI shall make no admission without Supplier's prior written consent; and

14.1.3 if Supplier so requests, MBZUAI shall allow Supplier to conduct any negotiations or litigation and/or settle any claim. MBZUAI shall give Supplier all reasonable assistance. All costs shall be borne by Supplier.

14.2 In the event that any such infringement occurs or may occur, Supplier may at its expense:

14.2.1 procure for MBZUAI the right to continue using the Intellectual Property Rights or infringing part thereof; or

14.2.2 modify or amend the Intellectual Property Rights or infringing part thereof so that the same becomes non-infringing; or

14.2.3 replace the Intellectual Property Rights or infringing part thereof by another Intellectual Property Rights of similar functionality and performance, which must be mutually agreed between the Parties.

14.3 If the above remedies fail after all reasonable efforts by Supplier, Supplier shall refund the fees paid for development or supply of the Intellectual Property Rights found to be or alleged to be infringing.

14.4 If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Services or if in Supplier' reasonable opinion such an allegation is likely to be made, Supplier may, at its own expense, modify or replace the Service so as to avoid the infringement without detracting from the overall performance Supplier making good to MBZUAI any loss of productivity or use during modification or refund to MBZUAI all sums paid in respect of the infringing item.

#### **15. DEFECTS LIABILITY**

Except as provided in clause 16.2, the Supplier shall be liable only for direct losses arising from a material breach of an express Warranty under this Agreement, and such liability shall be subject to the limitations and exclusions set out in clause 16.3.

## **16. LIABILITY**

- 16.1 The following provisions set out the entire financial liability of the Parties (including liability for the acts or omissions of their employees, agents and sub-contractors) in respect of:
- 16.1.1 any breach of this Agreement; and
  - 16.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 16.2 Neither Party limits its liability (if any) in respect of any of the following:
- 16.2.1 fraud;
  - 16.2.2 the death of, or personal injury to, any person caused by negligence;
  - 16.2.3 confidentiality obligations in this Agreement
  - 16.2.4 claims by Third Parties against either Party arising by reason of any breach of this Agreement by a Party;
- 16.3 Subject to the above clause:
- 16.3.1 both Parties total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the greater of:
    - 16.3.1.1 two hundred per cent (200%) of the total value of this Agreement; or
    - 16.3.1.2 one million United States Dollars (US\$ 1,000,000).
  - 16.3.2 neither Party shall be liable to the other Party for any loss of profit, indirect or consequential loss or damage (whether loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.
- 16.4 Except as expressly set forth herein and in the Warranties clause, all conditions and warranties, express or implied, statutory or otherwise, (including, but not limited to, any concerning fitness for purpose), are hereby excluded to the extent permitted by law.
- 16.5 Supplier shall maintain at its own cost employer's liability and public (including product) liability and professional indemnity policies of insurance covering all risks normally covered by policies of that type.

## **17. TERMINATION**

- 17.1 Each Party shall have the right, in so far as accorded below, to terminate all or part of this Agreement with immediate effect by giving written notice to the other Party:
- 17.1.1 if the other Party has committed a material breach of this Agreement and continues such default for thirty (30) days after written notice thereof has been given to such

- Party with a request that such breach or breaches are rectified (where such rectification is possible) and no such rectification takes place; or
- 17.1.2 upon the other Party being unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed overall, or any substantial part of, the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction; or
- 17.1.3 if the other Party claims Force Majeure and the period of the Force Majeure has lasted longer than thirty (30) days subject to written notice being served by the Party claiming the Force Majeure event.
- 17.2 MBZUAI shall have the right to terminate all or part of this Agreement with immediate effect by giving written notice to Supplier
- 17.2.1 if Supplier fails to deliver a Deliverable which meets the requirements of the relevant Statement of Work or Schedule (as applicable) by any date for delivery specified in the relevant Statement of Work or Schedule (as applicable) and fails to remedy such failure within ten (10) Business Days of receiving written notice from MBZUAI identifying the issue and requesting rectification;
- 17.2.2 if MBZUAI is required to terminate this Agreement (in whole or in part) by the government or any governmental authority or if any part of the Services risks MBZUAI being subject to the issuance of a violation notice or other penalty by a governmental authority; or
- 17.2.3 there is a change of Control of Supplier in relation to which MBZUAI has not provided its prior written consent, such consent not to be unreasonably withheld or delayed.
- 17.3 Termination pursuant to the provisions of this clause shall be effected by notice sent in accordance with the Notices clause effective upon receipt unless a later date is stated in the notice.
- 17.4 MBZUAI shall be entitled to terminate all or part of this Agreement, and any associated Schedule (including all Statement of Works) at any time by giving four (4) weeks' written notice. In the event as herein provided of early termination by MBZUAI, Supplier shall be entitled to payment from MBZUAI of all fees properly due for work performed up to the date of termination, together with reimbursement of any non-cancellable or committed third-party expenses reasonably incurred by the Supplier in reliance on the continuation of the Agreement so long as such expenses are documented in Schedule 1.
- 17.5 Such amount as provided hereunder or any other amounts properly due to Supplier on termination shall be paid within sixty (60) days of receipt of an invoice rendered in accordance with the Payment clause.
- 17.6 In the event of termination or expiry of this Agreement, the provisions of any SOW existing immediately prior to such termination or expiry shall remain fully in force until such SOW has been completed in accordance with the terms set out therein, unless otherwise agreed between the Parties, or unless MBZUAI terminates the SOW at its entire discretion, in which case the Termination clause shall apply.
- 17.7 The Parties acknowledge and agree that a court order will not be required to give effect to any termination of this Agreement pursuant to its terms. The Parties acknowledge that any such

termination shall be deemed to be by way of consent and Supplier acknowledges and agrees that it will not object to the exercise of such right on the basis that it is not being exercised in good faith.

17.8 Those clauses and provision that by their nature are intended to survive termination of this Agreement (including but not limited to this clause, the Definitions and Interpretations, Confidentiality, Intellectual Property, Liability, Publicity, Governing Law and Arbitration clauses), shall so survive.

## **18. MBZUAI'S AUDIT RIGHTS**

### **18.1 Scope of MBZUAI's Audit Rights**

18.1.1 Upon request and reasonable notice, MBZUAI shall be given access by Supplier, to any information, documents and facilities relating to or used for the fulfilment of this Agreement, including the provision of the Services for purposes of:

18.1.1.1 gaining assurance of the continuing full compliance of Supplier with the provisions of this Agreement, including compliance with Supplier's obligations pursuant to this Agreement;

18.1.1.2 satisfying any legal obligations of MBZUAI, including inspection rights of supervisory authorities;

18.1.1.3 satisfying any contractual obligations of MBZUAI towards a Third Party (eg, license audits of Third Party suppliers);

18.1.1.4 full compliance with MBZUAI's architecture and technical requirements;

18.1.1.5 with respect to payment obligations, any cost reimbursable aspects of the Services; and/or

18.1.1.6 enabling internal departments and divisions of the MBZUAI to fulfil their tasks.

Such access shall exclude any Supplier sensitive or proprietary information (including but not limited to timesheets, individuals' salary information, payroll and personnel records, the Supplier's overhead costs, any information subject to third-party confidentiality restrictions or, records relating to other clients of the Supplier. Such audits shall be conducted no more than once per calendar year, provided that MBZUAI gives the Supplier not less than thirty (15) days' prior written notice of the date on which it desires to make such inspection or audit and provides the details of the scope and purpose of the audit and the representative(s) who will be conducting the inspection.

18.1.2 Subject to Supplier's consent, not to be unreasonably withheld, the access to information shall also include the utilization of suitable audit tools.

18.1.3 MBZUAI will make reasonable efforts to prevent disruption to Supplier's business as a result of the audit.

18.1.4 MBZUAI's failure to comply with the provisions in this clause may result in termination of this Agreement.

## **19. DATA PROTECTION**

19.1 Each Party shall at all times comply with the Data Protection Laws.

- 19.2 Where Supplier is processing personal data as a data processor on behalf of MBZUAI, Supplier shall:
- 19.2.1 only undertake processing of personal data reasonably required in connection with the Services;
  - 19.2.2 implement appropriate technical and organisational measures to comply with the Data Protection Laws;

- 19.2.3 only carry out the processing on MBZUAI's written instructions, including in respect of any proposed international transfer of the personal data, and not for Supplier's own purposes. If Supplier is required to process the personal data for any other purpose by European Union or Member State law to which Supplier is subject, Supplier shall inform MBZUAI of this requirement before commencing the processing, unless that law prohibits this on important grounds of public interest;
- 19.2.4 not disclose personal data to any Third Parties, unless such disclosure is made in accordance with the provisions of the Confidentiality clause;
- 19.2.5 bring into effect and maintain reasonable technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss, disclosure or destruction of, or damage or alteration to, personal data including but not limited to taking reasonable steps to ensure the reliability of its employees having access to the personal data;
- 19.2.6 taking into account the nature of the processing and the information available to Supplier, assist MBZUAI in:
- 19.2.6.1 responding to data subject requests, including, insofar as possible, requests by a data subject to exercise rights in Chapter III of GDPR; and
- 19.2.6.2 ensuring compliance with the obligations set out to Articles 32 to 36 of the GDPR;
- 19.2.7 not sub-contract the processing to any third party without the MBZUAI's prior written consent. Where MBZUAI does consent to Supplier engaging a sub-contractor to carry out any data processing in connection with this Agreement, Supplier must enter into a written contract with such sub-contractor which shall include provisions in favour of MBZUAI which are the same as those in this clause and as are required by applicable Data Protection Laws;
- 19.2.8 use appropriate systems and procedures to ensure that any personal data which it processes in the course of providing the Services are adequate, relevant, not excessive, accurate and, where necessary, kept up to date, and not retained for longer than is necessary;
- 19.2.9 if it becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration or disclosure of, or access to, the personal data that Supplier processes in the course of providing the Services to MBZUAI, Supplier shall promptly notify MBZUAI; and
- 19.2.10 subject to clause 10.6, upon expiry or termination of this Agreement and on MBZUAI's request, securely destroy or return personal data to MBZUAI and delete existing copies at MBZUAI's sole option (unless any Applicable Law requires storage of the personal data) and provide written certification of the same to MBZUAI.
- 19.3 The subject matter of the data processing carried out by Supplier pursuant to this Agreement is the provision of the Services. Schedule 6 of this Agreement sets out the nature, duration and purposes of the processing, the types of personal data Supplier processes and the categories of data subjects whose personal data is processed.

19.4 MBZUAI may, at reasonable intervals, request a written description of the technical and organisational methods employed by Supplier and/or the sub-contractors referred to in this clause. Within thirty (30) days of such a request, Supplier shall, at its own cost, supply written particulars of all such measures detailed to a reasonable level such that MBZUAI can determine whether or not in connection with the personal data, it is compliant with the Data Protection Laws.

## **20. FORCE MAJEURE**

20.1 Neither Party will be liable for delay or failure in performing obligations if the delay or failure resulted from circumstances beyond its reasonable control (such circumstances hereinafter referred to as "**Force Majeure**"), including but not limited to: acts of God, governmental act, flood, fire, explosion, accident, civil commotion, and impossibility of obtaining materials.

20.2 The Party whose performance is affected by Force Majeure shall upon becoming aware of same give notice forthwith in writing to the other Party, together with documentary evidence, and shall use all reasonable endeavours to resolve the condition or to provide temporary workarounds or alternative solutions.

20.3 Force Majeure shall not be deemed to include any failure by a Third Party to perform its obligations to one of the Parties, unless agreed otherwise or unless the relevant Party shows that the non-performance of that Third Party was due to Force Majeure.

## **21. ASSIGNMENT AND SUBCONTRACTING**

21.1 Neither Party may assign or transfer this Agreement in whole or in part without the other Party's prior written consent, not to be unreasonably withheld or delayed except that MBZUAI may in good faith assign its rights and obligations under this Agreement to any legal entity established or authorised to take over and operate on a continuing basis all or the relevant parts of its business. This Agreement is binding on and shall vest to the benefit of the Parties, their successors and permitted assigns.

21.2 Subcontractors. Supplier may subcontract or delegate, in whole or in part, the provision of Services to be performed under this Agreement to Third Party subcontractors, provided that:

21.2.1 such subcontractors are selected and managed with care by Supplier;

21.2.2 key subcontractors (those performing a key, important or significant portion of the Services) shall require MBZUAI's prior approval, which shall not be unreasonably withheld;

21.2.3 all subcontractors shall be required to comply with all applicable terms and conditions of this Agreement and Statement of Works; and

21.2.4 Supplier shall remain liable for the performance of such subcontractors.

## **22. NOTICES**

22.1 Any notices to be given in accordance with any provision of this Agreement shall be set out clearly in writing. This includes, without limitation, all notices of breach or other dispute subject to the procedure set out in the Escalation Procedure, notices of Force Majeure, notices of termination, waivers, notices of disputed invoices, and agreements which modify the effect

of any provision of this Agreement or which affect the amounts payable by MBZUAI hereunder.

22.2 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be: delivered by hand at its registered office; or sent by email at the email addresses identified in the Statement of Work or known and used by MBZUAI and Supplier with each other in relation to this Agreement.

22.3 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or, if sent by email, on the next Business Day after transmission. This clause shall not apply to the service of any proceedings or other documents in any legal action.

### **23. ANTI-CORRUPTION**

23.1 Supplier will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement will:

23.1.1 not commit any act or omission which causes or could cause it or MBZUAI to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the United Kingdom Bribery Act 2010 from time to time;

23.1.2 comply with MBZUAI's anti-bribery policy as updated from time to time;

23.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this clause, and permit MBZUAI to inspect those records as required;

23.1.4 promptly notify MBZUAI of: (i) any request or demand for any improper financial or other advantage received by it; and (ii) any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and

23.1.5 promptly give MBZUAI written notice of any breach of this clause.

### **24. GENERAL**

24.1 Relationship between the Parties

24.1.1 Neither Supplier nor any sub-contractors are employees or agents of MBZUAI.

24.1.2 This Agreement shall not be deemed to create any kind of partnership, joint venture, agency or franchise agreement between the Parties.

24.2 Severability

24.2.1 If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement has been executed with the invalid provision eliminated.

24.3 Waiver

24.3.1 Any failure or neglect by Supplier or MBZUAI to enforce at any time any of the provisions hereof shall not be construed nor deemed to be a waiver of Supplier's or MBZUAI's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement nor prejudice Supplier's nor MBZUAI's rights to take subsequent action. Any waiver by either Party of its rights under this Agreement shall not operate as a waiver in respect of any subsequent breach.

24.4 Third party rights

24.4.1 Except as expressly provided in this clause, a person who is not a Party to this Agreement may not enforce any of its terms.

24.4.2 Notwithstanding any other provision of this Agreement, Supplier acknowledges and agrees that the Services and Deliverables are being provided for the benefit of MBZUAI and each MBZUAI Company and that MBZUAI and each MBZUAI Company will be entitled to receive the benefit of the obligations owed by Supplier to MBZUAI under this Agreement in respect of the Services and Deliverables being provided to MBZUAI or the relevant MBZUAI Company.

24.4.3 Each Party acknowledges and agrees that in the event of a breach of this Agreement by Supplier, MBZUAI and each MBZUAI Company may enforce any term of this Agreement, either in their own capacity or through MBZUAI as agent or trustee.

24.5 Entire Agreement

24.5.1 This Agreement and attached Schedules and/or any SOWs constitute the entire agreement between the Parties with respect to the subject matter contained herein.

24.5.2 All prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied statutory or otherwise and all representations, statements, negotiations, understanding and undertakings either written or oral other than those expressly set out in this Agreement are excluded from this Agreement and superseded hereby, and the Parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in this Agreement.

24.6 Variations

24.6.1 This Agreement may be altered or supplemented only in writing and provided any such amendment is signed by the duly authorised representatives of both parties.

24.7 Counterparts

24.7.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**25. ESCALATION PROCEDURE**

25.1 In respect of any question or difference which may arise between the Parties concerning the construction, meaning or effect of this Agreement or any matter arising out of or in connection

with this Agreement ("**Dispute**"), the Parties shall follow the escalation procedure as set out in this clause.

25.2 Where a Dispute arises:

25.2.1 in the first instance, a Dispute shall be referred in writing by either Party to MBZUAI's project manager (or equivalent) and to Supplier's account / product manager (or equivalent) for discussion and resolution;

25.2.2 if the Dispute is not resolved within ten (10) Business Days of such referral, the complaining Party will formally notify the other Party in writing giving a brief but complete statement of the points in Dispute, and each Party's relevant senior manager must meet to attempt to resolve the matter within ten (10) Business Days of the receipt of such notice; and

25.2.3 if the Dispute is not resolved within ten (10) Business Days of such referral, it shall then be escalated by the complaining Party to each Party's Chief Executive Officer (or their equivalent or delegate), and each Party's Chief Executive Officer (or their equivalent or delegate) must meet to attempt to resolve the matter within ten (10) Business Days of the receipt of such notice.

25.3 If the unresolved Dispute is having a serious effect on the Services, the Parties will use all reasonable endeavours to reduce the elapsed time required to complete the process.

25.4 Neither Party may initiate any legal action until the process described in this clause has been exhausted, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

25.5 If the Dispute is not resolved through the Escalation Procedure or if either Party has reasonable cause to take action as provided for herein, the Parties agree that in connection with the resolution of the Dispute, the Dispute Resolution Procedure shall apply.

## **26. GOVERNING LAW**

26.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the UAE, as applicable in the Emirate of Dubai.

## **27. ARBITRATION**

27.1 Any Dispute shall be referred to and finally resolved by, arbitration under the Arbitration Rules of the Dubai International Arbitration Center (DIAC) (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Agreement.

27.2 The number of arbitrators shall be one. The sole arbitrator shall be appointed by the DIAC.

27.3 The seat, or legal place, of arbitration shall be Dubai (excluding the Dubai International Financial Centre).

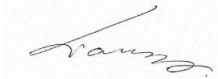
27.4 The language to be used in the arbitral proceedings shall be English.

27.5 This Arbitration clause shall be governed by, and construed in accordance with, the laws of the UAE, as applicable in the Emirate of Dubai.

- 27.6 Any award made by the arbitral tribunal shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.
- 27.7 The arbitral tribunal shall be empowered to award arbitration costs including, but not limited to, administrative fees, DIAC fees, and the fees and expenses of the arbitral tribunal, the lawyers' and any experts appointed.
- 27.8 The Parties shall continue to perform their respective obligations under this Agreement during the resolution of any Dispute, unless and until the Agreement is terminated or expires in accordance with its terms.

Signed for and on behalf of **MBZUAI** by:

Signature:



**Name : Dekyi (Hong) Liang**

**Title : Acting VP of Corporate Services**

Signed for and on behalf of **EDELMAN FZ LLC** by:

Signature:



**Name : Omar Qirem**

**Title: Chief Executive Officer**



# SCHEDULE 1: CHARGES & SERVICES DESCRIPTION

## Fees

Activity / Deliverables	AED
<b>Positioning and strategic advisory</b>	
Advisory and strategy development aligned with the university AI objectives and targets	155,411
Provide advisory and evaluate communications strategies to support MBZUAI as a higher education institution focused on collaboration in global AI research trends Collaborate with MBZUAI Communications team with strategy messaging across markets	179,584
Landscape analysis and stakeholder identifying and mapping	210,705
<b>Leadership profiling</b>	
1x leadership strategy for up to 5x individuals Assumes one plan, English + Arabic translation, 2x rounds of client review	13,192
Secure 4x international speakerships per quarter - this includes identifying and securing opportunities that are earned and not pay-for-play	38,208
Facilitating 2x bilat meetings per event that our leadership attends	21,088
Identify an annual leadership strategy for the MBZUAI President and senior leadership - up to 5x individuals - to include VP/Heads of Research and Chairs of Departments, notable faculty, researchers, or students, MBZUAI Executive Programs, MBZUAI Incubation and Entrepreneurship Center, MBZUAI Institute of Foundation Models, and MBZUAI Institute of Digital Public Health. The strategy must cover recommendations for participation and engagements at high-profile international events such as WEF, multi-lateral summits, key AI summits/conferences (industry and government) (where relevant). The objective is to demonstrate through MBZUAI's leadership that the university is a leading international higher education institution dedicated to groundbreaking research and advancements in AI.	59,808
Proactively share up to 8x international opportunities per quarter in priority markets for leadership consideration, and secure 4x opportunities upon confirmation of interest. The split can be 2x per quarter for the President and 2 for the wider leadership.	75,216
Facilitate relevant bilat meetings at key events with KOLs and influencers to build relationships that can lead to future endorsements of the promise and relevance of MBZUAI	51,456
Media strategy development and pitch in support of MBZUAI international activity. Assumes 3-5x media engagement including media briefings hosted, and recaps of media engagements, prep documents and coverage recaps	42,304
<b>Thought leadership</b>	
3x per quarter NB: Include in retainer	149,558
Pitch and place a total of 3x op-eds per quarter by-lined by MBZUAI President and senior spokespeople to Tier-1 media outlets - mainstream and specialist - in priority geographies	113,875
<b>Media monitoring</b>	
Media monitoring platform set-up	110,173
Monthly reporting	197,209
Quarterly reporting	99,155
Yearly consolidate report	33,052
<b>Ongoing senior counsel</b>	
Bi-weekly team meetings with MBZUAI team - 30 minutes in duration	110,050
Budget health reporting, contact reports, SOW amendments, including quarterly budget reconciliations	42,240
<b>TOTAL FEES</b>	<b>1,702,285</b>
<b>VAT</b>	<b>85,114.2</b>
<b>TOTAL AFTER VAT</b>	<b>1,787,399.2</b>



# Optional Costs

Activity / Deliverables	AED - BEFORE VAT
<b>Media Training</b>	
Media training: Option A Media training for x4 executives (one session half day for up to 4x executives)	23,784
Media training: Option B Media training for x1 executive (one sessions half day for up to 1x executives)	16,952
<b>Ad Hoc Reporting (Optional)</b>	
Ad-Hoc Reporting	26,165.99
Stakeholders Perceptions	225,853.84
Quantitative Perceptions Audit - Baseline	143,224.38
Quantitative Perceptions Audit Post-Comms Strategy Implementation	184,539.11
<b>Thought Leadership</b>	
Optional cost for drafting op-eds (includes 2x rounds of amends)	170,986

- Payment Shall be made based on actual consumption

## **SCHEDULE 2: SLA & KPI**

**Metric of Success:** Secure a minimum of 10 high-quality, relevant media mentions per quarter in publications that focus on higher education, AI research, and technology innovation. Mentions should emphasize MBZUAI's leadership in AI research, industry impact and/or education.

### **Non-Scientific Speakers Engagements**

**Metric of Success:** Secure at least 5 -7 high-profile, non-paid speaker engagements (high level panels or keynotes) annually for MBZUAI's President, Provost or VP of Research at global or regional conferences, forums, or panels focused on AI, innovation, research impact or higher education.

### **Key Opinion Leaders (KOLs) Endorsements**

**Metric of Success:** Obtain at least 7-9 quality endorsements annually from recognized AI and research KOLs. These endorsements should include a public statement, article, or social post linking MBZUAI to significant AI advancements.

### **Trends and Opportunities**

**Metric of Success:** Provide quarterly reports on emerging trends, opportunities, and industry shifts relevant to AI, education, or policy that MBZUAI can leverage for strategic positioning.

### **Brain Trust**

**Metric of Success:** Achieve a 15% increase in media mentions associating MBZUAI with thought leadership in areas like policy regulation, AI in life sciences, climate change mitigation, and economic influence by the end of the year.

### **UAE support of 40 hours/month of ad hoc support of bilingual AM level with strong PowerPoint skills for tasks ranging from:**

- On ground media relations support at events in UAE – resources must not work on any other client work when committed to MBZUAI on ground
- Content creation – press releases
- Plans for special events – 5-slide plan that relays objectives, audiences, tactics and media relations
- Media coverage reports – monthly, quarterly, annual
- PPT support

40 hours must be accounted for as part of monthly reporting. Unused hours to be carried over to following month when not utilized.