

**From:** Chase Untermeyer chase@untermeyer.com  
**Subject:** DRAFT Embassy of Qatar Grant Agreement  
**Date:** March 22, 2021 at 3:10 PM  
**To:** Mike Stewart MStewart@unitedwayhouston.org



Dear Mike: Attached please find the draft agreement prepared by the Embassy of Qatar. Please let me know if this is agreeable to the Houston-Harris County Winter Storm Relief Fund or if you have any concerns. With thanks and best wishes, CU.

CHASE UNTERMAYER  
Former US Ambassador to Qatar

10000 Memorial Drive, Suite 920  
Houston, Texas 77024 USA

Mobile: (+1) 713-542-8904  
[chase@untermeyer.com](mailto:chase@untermeyer.com)  
[www.untermeyer.com](http://www.untermeyer.com)

*This material is distributed by Chase Untermeyer on behalf of the State of Qatar. Additional information is available at the Department of Justice, Washington, DC.*



Qatar Embassy  
Gift Ag...2.docx

Registrant:

Charles G. (Chase) Untermeyer

Account No.: 201255

Registration No.: 6751

HSB/COLA EDUCATION UNIT  
2021 APR 05 AM 7:59

2021 APR 05 AM 7:59  
REGISTRATION UNIT

## QATAR EMBASSY GIFT AND PLEDGE AGREEMENT

**THIS AGREEMENT**, effective March 22, 2021, is executed by and between the **Embassy of the State of Qatar** (hereinafter, "Embassy"), 2555 M Street, N.W., Washington, DC 20037, and the **United Way of Greater Houston** (hereinafter, "Grantee"), 50 Waugh Drive, Houston, Texas 77007.

**WHEREAS**, subject to the terms set forth in this Agreement, Embassy has selected Grantee as a recipient of a charitable gift from the Embassy for the purpose of executing the project described herein.

**NOW THEREFORE**, the Parties agree as follows:

1. **Gift Pledge.** Embassy pledges to give the sum of US\$ 150,000 (the "Gift") to Grantee, to be used exclusively for the project described in this Agreement (the "Project"). The Gift shall be paid according to the payment schedule in Exhibit 1, the Gift Payment Schedule.
2. **Project Description.** Grantee shall establish, manage and execute the Project described in Exhibit 2, the Project Description. Grantee shall use the Gift, including any income or proceeds generated by the Gift, exclusively for the Project. For the avoidance of doubt, Embassy assumes no responsibility for the Project, and shall exercise no governance or management role with respect to the Project or the Grantee.
3. **Changed Circumstances.** To the extent that a change in circumstances precludes or substantially inhibits execution of the Project, or Grantee fails to execute the Project substantially in conformity with Exhibit 2, the unexpended portion of the Gift shall be returned by Grantee to Embassy, and this Agreement shall terminate.
4. **Gift Recognition.** The source of the Gift shall be recognized by Grantee according to its customary practices for acknowledging gifts of similar size and purpose; as described in Exhibit 2; and through such other public recognition as the parties may agree.
5. **Audit and Access to Records.** Grantee shall make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect financial transactions and accounting operations associated with the Gift, including custody and disposition of Gift funds, together with any related income or earnings. Upon reasonable notice and at reasonable times, all such records shall be made available for inspection by Embassy or by independent auditors appointed by Embassy.
6. **Compliance with Law.** In the execution and performance of this Agreement, including the Project, Grantee confirms that Grantee has complied, and will comply, with all applicable laws.
7. **Limitation of Liability.** The Gift is made to Grantee solely for charitable purposes. Neither Embassy, nor its representatives or agents, intend by this Gift to carry on any commercial activity in the United States, and no waiver is intended with respect to any immunity to which Embassy is entitled under the laws of the United States or any other jurisdiction. The Parties acknowledge and agree that: (a) execution of the Project is exclusively the responsibility of Grantee, and Embassy assumes no liability to Grantee or to any other party for claims associated with the Project, irrespective of the underlying cause of action; and (b) Grantee expressly waives, and releases Embassy

(including its representatives and agents) from, any claim, liability or demand related to the Gift or the Project.

- 8. **Notices.** All notices or communications between the Parties in relation to this Agreement, the Gift or the Project shall be directed as follows:

If to Embassy:

Ambassador  
 Embassy of the State of Qatar  
 2555 M Street, N.W.  
 Washington, D.C. 20037  
 (202) 274-3111

If to Grantee:

Mr. Mike Stewart  
 MStewart@unitedwayhouston.org

HSD / REGISTRATION UNIT  
 2021 APR 05 AM 7:59

**IN WITNESS WHEREOF**, Embassy and Grantee have executed this Agreement by their duly authorized representatives.

**EMBASSY OF THE STATE OF QATAR**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 1  
GIFT PAYMENT SCHEDULE**

The Gift shall be paid in a single disbursement of US\$150,000, within 10 calendar days of execution of this Agreement.

HSBC/2571 DEBITATION UNIT  
2021 APR 05 AM 7:59



**EXHIBIT 2  
PROJECT DESCRIPTION**

**Houston-Harris County Winter Storm Relief Fund**

The City of Houston and Harris County established a joint relief fund for winter storm relief associated with the February 2021 Texas winter storm. A principal focus of the Fund is housing repair. While this is an official project of both governments, the fund is administered by two major nonprofits, the Greater Houston Community Foundation and United Way of Greater Houston.

The United Way of Greater Houston will administer this Gift.

The Foundation and United Way distribute the money they collect to individual nonprofits specializing in housing, such as Habitat for Humanity. These groups then either contract with companies to do plumbing and sheetrock repairs to individual homes or, in fewer cases, give cash directly to those who arranged their own repairs.

The Project is described at <https://winterstormrelieffund.org/>

Estimated expenditures per house are between \$4,000 and \$6,000.

The Gift will be recognized in the twice-weekly public statement of donors over \$100,000, issued by the Houston-Harris County Winter Storm Relief Fund. Grantee, and/or Grantee's partners, shall make further public announcements of the Gift, in coordination with the Embassy. Individual homeowners who receive home repair assistance shall receive written notice that the assistance was made possible in part by a Gift from the Embassy of the State of Qatar.

2021 APR 05 AM 7:59  
OFFICE OF THE COMMISSIONER  
STATE OF TEXAS