

U.S. Department of Justice
 Washington, DC 20530

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

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

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

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

1. Name of Registrant Sovereign Strategy Limited	2. Registration Number 7421
-----------------------------------------------------	--------------------------------

3. Primary Address of Registrant
 Manor House, Westoe Village, South Shields, Tyne and Wear, UNITED KINGDOM NE333EQ

4. Name of Foreign Principal The Ministry of the Kingdom of Saudi Arabia	5. Address of Foreign Principal 3493 King Abdulaziz Road,, 8556 Al Sulaimaniyah District Riyadh SAUDI ARABIA 12234
-----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

6. Country/Region Represented
 SAUDI ARABIA

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

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Ministry of Health

b) Name and title of official(s) with whom registrant engages
 Saud bin Mohammed Al-Shamrani

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

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

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.

b) Is this foreign principal:

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

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

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.

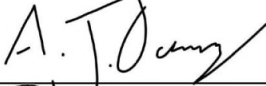
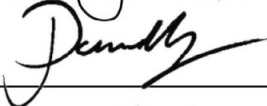

EXECUTION

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
06/13/2024	Jonothon Donnelly	<input data-bbox="886 405 954 443" type="button" value="Sign"/> /s/Jonothon Donnelly
06/13/2024	Alan Donnelly	<input data-bbox="886 493 954 531" type="button" value="Sign"/> /s/Alan Donnelly
06/13/2024	Hatice Beton	<input data-bbox="886 581 954 619" type="button" value="Sign"/> /s/Hatice Beton
		<input data-bbox="886 669 954 707" type="button" value="Sign"/>

EXECUTION

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Date	Printed Name	Signature
12 June 2024	Alan John Donnelly	
12 June 2024	Jonothon Donnelly	
12 June 2024	Hatice Beton	

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant
Sovereign Strategy Limited

2. Registration Number
7421

3. Name of Foreign Principal
The Ministry of the Kingdom of Saudi Arabia

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

our role is to support the Ministry of Health in developing its capacity and capability to demonstrate itself as a global leader in developing policy relating to antimicrobial resistance. Our performance will be benchmarked on our ability to assist the Ministry in raising its profile regionally and internationally as a thought leader on AMR

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

Assisting the Ministry in engaging with countries, multilateral institutions, academia and civil society on the subject of AMR.

This will managing stakeholder relations, managing strategic events, providing guidance in media communications.

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

Yes No

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

See Appendix for Response

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

Yes No

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

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

See Appendix for Response

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

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

Yes No

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

Date Received	From Whom	Purpose	Amount/Thing of Value
05/13/2024	Paid from the project budget of the Ministry of Health of the Kingdom of Saudi Arabia	First quarter payment of contract fees	\$ 599,193.00
			\$ 599,193.00
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ 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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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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

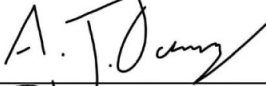
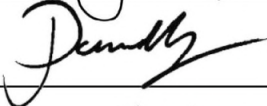

EXECUTION

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Date	Printed Name	Signature
06/13/2024	Jonothon Donnelly	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Jonothon Donnelly
06/13/2024	Alan John Donnelly	<input data-bbox="889 548 959 575" type="text" value="Sign"/> /s/Alan John Donnelly
06/13/2024	Hatice Beton	<input data-bbox="889 638 959 665" type="text" value="Sign"/> /s/Hatice Beton
		<input data-bbox="889 716 959 743" type="text" value="Sign"/>

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Date	Printed Name	Signature
12 June 2024	Alan John Donnelly	
12 June 2024	Jonothon Donnelly	
12 June 2024	Hatice Beton	

Appendix Response to Item 10

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

Meeting with BARDA officials and Biotech companies to discuss the work of Saudi Arabia on Antimicrobial Resistance with the aim of creating partnerships to work on mutually beneficial projects.

This activity could be viewed as perception management, public relations and lobbying.

Appendix Response to Item 11-Desc

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

Scheduling meetings with the US based Biomedical Advanced Research and Development Authority (BARDA) and US based biotechnology companies.

Advising officials from the Saudi Ministry of Health on potential partnerships with US based biotech companies and BARDA.

Attending meetings between Saudi Ministry of Health Officials and representatives of US based bio tech companies and BARDA

DATED

8th April 2024

Consultancy Agreement

Relating to Sovereign Strategy Limited

And

Ministry of Health, Kingdom of Saudi Arabia



This Agreement is dated 8th April 2024

Between

- (1) **SOVEREIGN STRATEGY LIMITED** a company registered in England and Wales with company number 3820426 and whose registered office is at 17 Queens Lane, Newcastle upon Tyne, NE11RN ('**Sovereign**');
- (2) **The Ministry of Health of the Kingdom of Saudi Arabia** a governmental institution registered in the Kingdom of Saudi Arabia and whose registered office is at 3493 King Abdulaziz Rd, 8556 Al Sulaimaniyah Dist., 12234 Riyadh (the '**Client**').

Background

- (A) Client wishes to engage Sovereign to provide certain services and Sovereign wishes to be engaged to provide such services.
- (B) The parties wish to enter into an agreement to govern the relationship between the parties and the services that Sovereign will provide throughout the term of this Agreement.

It is agreed

1. **Interpretation**

- 1.1. The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

"Agreed Purposes"	the sharing of Personal Data to allow Sovereign to provide the Services.
"Background Intellectual Property Rights"	any Intellectual Property Rights, that are used in the course of or in connection with the provision of the Services including any Intellectual Property Rights in the format of any reports or other documents prepared by Sovereign as part of the Services, but not the contents of such documents.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly and shall be subject to all applicable laws and regulations in the Kingdom of Saudi Arabia.
"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures"	as set out in the Data Protection Legislation.

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"Data Protection Legislation"	<p>all relevant data protection laws, regulations and guidance, including but not limited to:</p> <p>(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.</p> <p>(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.</p> <p>(c) It is subject to the laws, regulations and instructions in force in the Kingdom of Saudi Arabia and the national data governance policies and all controls and frameworks issued by the Saudi Data and Artificial Intelligence Authority.</p>
"Effective Date"	22 nd January 2024
"EU GDPR"	the General Data Protection Regulation ((EU) 2016/679).
"Intellectual Property Rights"	<p>patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
"Nominated Representative"	the individual appointed as a manager for the Services in accordance with clause 2.2.
"Permitted Recipients"	the parties to this Agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this Agreement.

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"Services"	the services to be provided by Sovereign under this Agreement as set out in Schedule 1.
"Shared Personal Data"	the personal data to be shared between the parties under clause 7.1 of this Agreement.
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Scope of Services

- 2.1. The Client hereby engages Sovereign to render the Services in accordance with the terms of this Agreement.
- 2.2. The Client shall appoint a nominated representative as a manager for the Services and having authority to contractually bind the Client on all matters relating to the Services (the "**Nominated Representative**"). The Nominated Representative shall provide all approvals on behalf of the Client for the Services and all requests made on behalf of the Client in respect of the Services shall require their approval.
- 2.3. The Nominated Representative shall be notified to Sovereign from time to time by the Client and as at the date of signature the Nominated Representative of the Client is Sadim Bin Abdulaziz al Hail.
- 2.4. From time to time, the Nominated Representative may request that Sovereign provides ad-hoc services in addition to the Services ("**Additional Services**") as described in mutually agreed upon statements of work ("**SOW**") to be executed by the parties to this Agreement in the form of Schedule 2 attached hereto and incorporated herein or (in the absence of an applicable SOW for the Additional Services) as described in a purchase order issued by the Client. Sovereign shall provide the Additional Services subject to the Client providing such relevant information as Sovereign shall request or as may be set out in the SOW, including but not limited to full details of the Client's Strategy and intentions in requesting the Additional Services.

- 2.5. References to SOW(s) in this Agreement shall be deemed to include any purchase order(s) issued by the Client and any Additional Services performed pursuant to them. Any references in this Agreement to Services shall be deemed to include the Additional Services (if any).

3. **Duties and Obligations**

- 3.1. Sovereign shall provide the Services, including any deliverables of the Services, with all due care, skill and ability and use its or their best endeavours to promote the interests of the Client, but Sovereign does not guarantee that the Services including any deliverables shall be provided strictly as set out in Schedule 1, and the Client acknowledges this.
- 3.2. The Client agrees and acknowledges that the nature of the Service means that the Services as described in Schedule 1 are subject to change for reasons including but not limited to political, social and economic changes, and that Sovereign shall be afforded flexibility as such in relation to providing the Services and the deliverables.
- 3.3. The Client agrees and acknowledges that they will still be liable for payments of all charges as set out in Schedule 1 whether the Services including any deliverables have been provided as described in Schedule 1 or have been varied in accordance with clause 3.2.
- 3.4. In the event of any inconsistency or ambiguity between any provisions in the main body of this agreement and the contents of the schedule, then the provisions in the main body of the agreement shall take precedence.
- 3.5. The Client agrees and acknowledges that Sovereign shall be free to make contact with third parties including but not limited to in relation to introducing the Client to such third parties in a manner and via means which Sovereign considers to be appropriate in the circumstances. The Client acknowledges that the nature of the Services shall mean that some communications with third parties shall be made verbally ('off the record') and that communications in writing with such parties shall only be made by Sovereign once such a party has confirmed that this is acceptable to them, and that communications may now be 'on the record'.
- 3.6. The Client shall:
- 3.6.1. co-operate with Sovereign in all matters relating to the Services;
- 3.6.2. comply with all relevant laws in respect of requests made to Sovereign and in respect of documents, information and materials provided to Sovereign;
- 3.6.3. provide to Sovereign in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by Sovereign in connection with the Services and ensure that they are accurate and complete, including but not limited to the Client's strategy, business aims and intended outcomes from the Services; and
- 3.6.4. provide to Sovereign in a timely manner any policies or procedures that the Client requires Sovereign to comply with during the performance of the Services, including providing copies of any updated versions of such documents ahead of their implementation.

3.7. If Sovereign's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have:

3.7.1. Sovereign shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client; and

4. **REPORTS/MEETINGS**

4.1. Sovereign shall deliver a monthly written activities and status report to the Client marked for the attention of the Nominated Representative detailing (i) all Services undertaken for that given period during the Term; and (ii) a progress report in achieving key objectives under the Services including but not limited to, arranging meetings with relevant groups, processing of relevant information and dissemination of the same to the Client and any other value added services or information which Sovereign reasonably believes would be of interest to the Client which are in line with Schedule 1 together with such further information as the Client may reasonably request from time to time. Such report shall be delivered to the Nominated Representative on the final day of the applicable month in pdf format.

4.2. The parties shall meet at least five months before the anniversary of the Effective Date in each year to discuss their working relationship and the mutual obligations of this Agreement.

5. **CONSULTANT FEES**

5.1. The Client shall pay Sovereign a fee of £2,396,800.00 GBP in return for the provision of the Services (the "**Services Fee**"). Sovereign shall invoice the Client for instalments of the Services Fee as follows:

5.1.1. 25% of the Services Fee (which shall be deducted from the total quarter costs for Q1 2024 (Part I) and Q1 2024 (Part II) as set out in Table 2 of section 2.1 in Schedule 1) shall be invoiced on completion of this Agreement and payment of this invoice shall be made by the Client immediately;

5.1.2. The remainder of the total quarter costs for Q1 2024 (Part I) and Q1 2024 (Part II) following the deduction of the 25% Service Fee as set out in clause 5.1.1 shall be invoiced at the end of Q1 and shall be payable in accordance with clause 5.4; and

5.1.3. The total quarter costs for Q2 2024, Q3 2024, Q4 2024 and Q1 2025 as set out in Table 2 of section 2.1 in Schedule 1, shall be invoiced at the end of each quarter respectively and shall be payable in accordance with clause 5.4.

5.2. In addition to the Service Fee, the Client shall also pay the fee specified in the applicable SOW(s) in respect of Additional Services (the "**Additional Services Fee**").

5.3. The Client shall be liable to pay, in addition to the Services Fee and any Additional Services Fee, any taxes, levies or similar charges which are applicable to its receipt of the Services.

5.4. Unless otherwise stated in this Agreement, the Client shall pay all undisputed Services Fees and Additional Services Fees (where appropriate) within thirty (30) calendar days after the receipt by the Client of a properly rendered invoice.

6. **Confidentiality**

- 6.1. "**Confidential information**" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement, including but not limited to:
- 6.1.1. any information that would be regarded as confidential by a reasonable business person relating to:
 - 6.1.1.1. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - 6.1.1.2. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
 - 6.1.2. any information developed by the parties in the course of carrying out this Agreement; and
 - 6.1.3. any information detailed in Schedule 1.
- 6.2. "**Representatives**" means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers.
- 6.3. The provisions of this clause shall not apply to any Confidential Information that:
- 6.3.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 6.3.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 6.3.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 6.3.4. the parties agree in writing is not confidential or may be disclosed; or
 - 6.3.5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 6.4. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- 6.4.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement ("**Permitted Purpose**"); or

- 6.4.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 1.
- 6.5. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - 6.5.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 6.5.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
 - 6.5.3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause **Error! Reference source not found.**
- 6.6. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 6.7. A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, and the laws and regulations in force in the Kingdom of Saudi Arabia, disclose Confidential Information to the competent authorities without first informing the other party of such disclosure.
- 6.8. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.
- 6.9. On termination or expiry of this Agreement, each party shall:
 - 6.9.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 6.9.2. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 6.9.3. certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 10 (Termination).
- 6.10. Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

6.11. The provisions of this clause **Error! Reference source not found.** shall survive for a period of 5 years from termination or expiry of this Agreement.

7. **DATA PROTECTION**

7.1. **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the "**Data Discloser**") will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

7.2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

7.3. Particular obligations relating to data sharing. Each party shall:

7.3.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes and ensure that it is consistent with applicable regulations and instructions regarding data sharing;

7.3.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

7.3.3. process the Shared Personal Data only for the Agreed Purposes;

7.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

7.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

7.3.6. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

7.3.7. not transfer any personal data received from the Data Discloser outside the UK or EEA (as applicable) unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 7.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 7.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 7.4.2. promptly inform the other party about the receipt of any data subject rights request;
 - 7.4.3. provide the other party with reasonable assistance in complying with any data subject rights request;
 - 7.4.4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
 - 7.4.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - 7.4.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 7.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
 - 7.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 7.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 7; and
 - 7.4.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

8. **Non-Solicitation**

- 8.1. The Client shall not, without the prior written consent of Sovereign, at any time from the date of this Agreement to the expiry of [12] months after the termination or expiry of this Agreement, solicit or entice away from Sovereign or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Sovereign in the provision of the Services.
- 8.2. Any consent given by Sovereign in accordance with clause 8.1 shall be subject to the Client paying to Sovereign a sum equivalent to 30% of the then current annual remuneration of Sovereign's employee, consultant or subcontractor or, if higher, 30% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

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9. **DURATION OF AGREEMENT**

- 9.1. This Agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 10 (Termination of Agreement), until 28th February 2025 when it shall terminate automatically without notice.

10. **TERMINATION OF AGREEMENT**

- 10.1. This Agreement shall terminate when;

10.1.1. a written agreement of termination is executed between the parties hereto;

10.1.2. termination in accordance with this clause 10; or

10.1.3. terminated in accordance with clause 8.

- 10.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

10.2.1. the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

10.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

10.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

10.2.5. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

10.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

10.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

10.2.8. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- 10.2.9. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 10.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - 10.2.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.3 to clause 10.2.10 (inclusive);
 - 10.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 10.2.13. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 10.3. For the purposes of Clause 10.2.1 material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- 10.3.1. a substantial portion of this Agreement; or
 - 10.3.2. any of the obligations set out in clauses **Error! Reference source not found.** (Confidentiality), 7 (Data Protection) or 13 (Intellectual Property),
- over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 10.4. Without affecting any other right or remedy available to it, Sovereign may terminate this agreement with immediate effect by giving written notice to the Client if:
- 10.4.1. the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified to make such payment; or
 - 10.4.2. there is a change of Control of the Client.

11. **LIABILITY**

- 11.1. References to liability in this clause 10.2 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
 - 11.2.1. death or personal injury caused by negligence; and
 - 11.2.2. fraud or fraudulent misrepresentation.

- 11.3. Subject to clause 11.2 (Liabilities which cannot legally be limited), Sovereign's total liability to the Client shall not exceed £1,000,000 (one million pounds).
- 11.4. Subject to clause 11.2 (Liabilities which cannot legally be limited), neither party shall be liable for:
- 11.4.1. loss of profits;
 - 11.4.2. loss of sales or business;
 - 11.4.3. loss of agreements or contracts;
 - 11.4.4. loss of anticipated savings;
 - 11.4.5. loss of use or corruption of software, data or information;
 - 11.4.6. loss of or damage to goodwill; and
 - 11.4.7. indirect or consequential loss.
- 11.5. Unless the Client notifies Sovereign that it intends to make a claim in respect of an event within the notice period, Sovereign shall have no liability for that event. The notice period for an event shall start on the day on which Sovereign became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12. **GOVERNING LAW AND ARBITRATION**

- 12.1. The validity, performance and construction of this Agreement shall be governed by and construed in accordance with the laws of this agreement and regulations of the Kingdom of Saudi Arabia. If any dispute arises due to the interpretation or implementation of this agreement, it will be resolved amicably between the two parties. If this is not possible, the dispute will be referred to the competent judicial authorities in the city of Riyadh, the Kingdom of Saudi Arabia to decide on it.
- 12.2. This agreement has been drafted in two identical copies in the English and Arabic languages and both versions of the agreements are equally authentic. The Arabic version of this agreement and any document related to this agreement shall prevail in the event of a conflict with any English language version.
- 12.3. Each party irrevocably agrees that the courts of the Kingdom of Saudi Arabia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 12.4. The parties hereto shall use all reasonable endeavours to ensure that any dispute, controversy or trouble arising from or in connection with this Agreement shall be brought to an amicable settlement between the parties hereto.

13. **INTELLECTUAL PROPERTY**

- 13.1. All Background Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 13.2. Each party shall grant or procure the grant of all such licences to the other party to use such Background Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under this Agreement.
- 13.3. Subject to clause 13.1 and unless otherwise explicitly agreed upon in writing between the parties hereto, any products, copyright and other Intellectual Property Rights created through or as part of the Services and/or Additional Services (as appropriate) shall belong to the Client. Sovereign hereby irrevocably assigns to the Client all present and future rights, title and interest with full title guarantee absolutely and free from all encumbrances, all legal and beneficial right, title and interest in the intellectual property in any deliverables to be provided as part of the Services and/or Additional Services (as appropriate) together with all accrued rights of action in respect of any infringement of any intellectual property rights contained within them including the right to recover and retain any damages obtained as a result of such action.
- 13.4. Upon termination of this Agreement Sovereign shall immediately provide the Client with and deliver up to the Client all deliverables created as part of the Services and/or Additional Services (as the case may be) (including works-in-progress relating thereto, then in the possession or under the control of the Contractor and any of its personnel.
- 13.5. Sovereign undertakes and covenants with the Client that it will at the Client's reasonable request do all acts and undertake such reasonable action as may be required in order to enforce or protect the intellectual property rights in the deliverables assigned in accordance with this Article.
- 13.6. Subject to the provisions of clause 6, Sovereign may only advertise (including via Sovereign's website and social media platforms) the relationship with the Client and the existing of this Agreement, and use any of the Client's branding, logos or trademarks, with the prior written consent of the Client.

14. **FORCE MAJEURE**

- 14.1. In the event that the performance by either party of any obligation under this Agreement becomes impossible or unreasonably difficult because of natural calamities, wars, riots, laws, governmental orders or restrictions, disruption of commerce, strikes, epidemics or pandemics and/or any other cause(s) beyond its reasonable control, such party shall immediately inform the other party of such situation and the parties hereto shall confer and settle matters regarding the performance of this Agreement.

15. **AMENDMENT OR MODIFICATION**

- 15.1. This Agreement shall not be modified, amended, supplemented or nullified by any means except in writing signed by the parties hereto.

16. **NON-COMPETITION/CONFLICT OF INTEREST**

- 16.1. Sovereign shall not and shall procure that neither Mr. Alan Donnelly nor Mrs. Hatice Beton shall, directly or indirectly (including, without limitation, through companies, associations, joint ventures, family members, relatives or other means), engage in any activity (including solicitation of employees) which may be directly, or indirectly, in competition with the activities of the Client for a period of one (1) year from the date of expiration or earlier termination of this Agreement.
- 16.2. Sovereign shall not and shall during the engagement and for a period of six months following its termination procure that neither Mr. Alan Donnelly nor Mrs. Hatice Beton shall either on Sovereign's/their own behalf or for any other person, firm or company, directly or indirectly solicit or entice away any Company employee.
- 16.3. Sovereign shall not allow its interests to conflict with the duties it assumes and owes to the Client under this Agreement. Sovereign hereby agrees not to undertake any activity, services or other actions or omissions which the Client considers to be prejudicial to its goodwill or commercial interests.

17. **SEVERABILITY**

- 17.1. Any Article, Section, Subsection or other subdivision of this Agreement or any other provisions of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, unless it was an essential inducement for either party to enter into this Agreement or it materially affects the contents thereof, in which event the parties hereto shall promptly meet and negotiate in good faith a solution granting, to the extent permitted by the applicable laws, the achievement of a substantially similar result.

This Agreement has been entered into on the date stated at the beginning of it, and was drawn up in two identical copies in the English and Arabic Languages, both texts being equally authentic.

Signed by **Hatice Beton** for and on behalf of **SOVEREIGN STRATEGY LIMITED**



Hatice Beton

Chief Executive Officer

Signed by **Saud bin Muhammed Al-Shamrani** for and on behalf of **the Ministry of Health, the Kingdom of Saudi Arabia**

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Assistant Undersecretary for Budget and Financial Planning

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Schedule 1

Scope of Work (SOW)

This Statement of Work (this "SOW"), is entered into by and between **SOVEREIGN STRATEGY LIMITED** ("Sovereign") and the Ministry of Health ("Client") as of this 5th day of April, 2024, and is governed by the terms of the Consultancy Agreement, dated , 22nd January 2024, in effect by and between Sovereign and the Client (the "Agreement"). All capitalized terms not defined in this SOW shall have the definitions given to them in the Agreement. Notwithstanding anything to the contrary herein, the parties expressly agree that, in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern and control unless this SOW expressly indicates otherwise, by reference to specific applicable sections of the Agreement, and then only with respect to this SOW and no other statement of work. This SOW may not be amended except by written instrument executed by authorized representatives of both Sovereign and the Client.

Purpose: MINISTRY OF HEALTH SAUDI ARABIA - GLOBAL AMR ENGAGEMENT STRATEGY & SUMMIT

1.1 Project Scope

The scope of work for this project is to help develop the Ministry of Health (MoH) and the Kingdom of Saudi Arabia as a leader in Global Health Diplomacy via promoting MoH's role in leading the political debates nationally, regionally and internationally on AMR. In the lead up to the AMR Summit in Q4 of 2024, Sovereign Strategy will support the MoH to build and lead on a successful political engagement strategy on AMR and develop innovative and concrete initiatives that KSA MoH can present in the lead-up, during and in the aftermath of the AMR Ministerial Summit. The long-term objective is to help conduct a successful AMR Ministerial Summit that paves the way for MoH KSA to be recognised as a thought leader on AMR and global health discussions by 2030 and beyond. This scope of work will be achieved via the deliverables outlined in this proposal. Please note that the scope of this work to achieve the overall objectives may change, and/or be adjusted through the duration of the project service timeline in agreement with the responsible MoH colleagues.

1.1.1 Opportunity for KSA MoH

- The Complexity of tackling the various aspects of AMR and ambiguity amongst policymakers and stakeholders has resulted in **lack of coordinated action** (top-down/bottom-up)
- **2024 is a Critical Year** with GLG announcements, UNGA High-Level Meeting & KSA High-Level Ministerial Meeting
- **KSA has the opportunity to be a game changer in 2024**, taking forward a set of concrete actions that will incentivise to inform and support countries' NAPs to build resilient common approaches.
- The new approach by KSA will be built upon a series of collaborative initiatives and projects leading up to the **High-Level Ministerial Summit** in November 2024
- There is an urgent need for the MoH to ensure a **Global Footprint at the Ministerial** (including EU, AU, MDBs, G20, G7, ASEAN, BRICS)

1.1.2 Intended Outcomes from this Project for KSA

- **Raise KSA's profile regionally and internationally as a thought leader on AMR** until 2030 and beyond with a wider group of countries, multilateral institutions, academia, and civil societies.

- **KSA model of multidisciplinary committee** is adopted as role-model for other countries who want to progress on their National Action Plans (NAPs).
- The role and value of **Digital and AI platforms** in health for accurate reporting of national and international trends (through surveillance) will be emphasised throughout the engagement plan.
- **Concrete best practice models on NAPs worldwide**, will be monitored and collated in form of recommendations and reports via a wider consultation exercise in G20+ countries by integrating cross-sectorial groups to capture the full extent and feasibility of current AMR risks and countermeasures.
- **One pilot model (e.g. in an LMIC)** will be identified to deliver tangible progress on NAPs including diagnosis at point of care to reduce antibiotic use. A cross-sectoral public private partnership will be established for this purpose.
- **Sustainable financing initiatives** including pull-mechanisms for funding of new antibiotics will be discussed to highlight that investment into AMR prevention has socio-economic benefits long-term. Cross-sectorial groups from the world of health, politics and finance will be involved.
- **A unique and innovative AMR Engagement Strategy** and Summit will be delivered with tangible results and legacy initiatives driven by KSA MoH that changes the future political debate on AMR and provides new, tangible solutions (bottom-up and top-down focus).
- **Final Communiqué from the Summit** will be developed and will include specific goals with clear metrics and timelines– A close collaboration with the tripartite (Netherlands, Indonesia, Oman and future Presidency), will ensure the continuation of future AMR summits with a comparative lense and holding policymakers, private sector, International Organisations, academia, global health and the NGO community to account.

1.2 Project methodology and phases

This project is a consultancy service-based agreement that includes the services outlined under 2.1 (see below). The success of the project can be measured via the quantity and quality of the deliverables and outcomes achieved.

Progress of the project will be measured a) upon successful delivery of the items within each month/quarter b) the time spent by senior advisors and the value of the deliverable (i.e. high-level meeting, successful creation of a significant partnership for MoH).

The service deliverables aim to lift the profile of the client in Global Health Diplomacy by providing access to policymakers at the appropriate levels with first-hand primary intelligence shared with the client. Whereby Sovereign Strategy will aspire to help support this engagement strategy for the client, it is important to note that **external risks such** as political externalities, client availability and timelines for preparations may affect agreed timelines and objectives mutually agreed with the client. As such, Sovereign Strategy's services and fees should not be impacted by this.

Sovereign Strategy will invoice the client with an initial kick off fee of 25% of the total fees for the contract, followed by quarterly invoicing as shown in the payment schedule and highlighted in section 5.1.1. of the contract.

Milestones can be modified and determined based upon the client feedback to assure it is aligned with the clients' objectives.

1.3 Timeline (Time Plan Table)

This project will last 15 calendar months from January 2024 to 28th February 2025. Timelines have been proposed below and a detailed timeline will be developed upon final agreement with the relevant MoH colleague. At the end of each calendar month Sovereign Strategy will submit a report outlining the deliverables/outcomes of and for project.

2- Commercial Proposal – 15 Calendar Months in Total

2.1 The table below includes the bill of quantities for the “**GLOBAL AMR ENGAGEMENT STRATEGY & SUMMIT**” project for the (international Cooperation):

Colour Coded Quarters:

Q1 2024 (PART I &II)
Q2 2024
Q3 2024
Q4 2024
Q1 2025

TABLE 1: Catalogue of Services and details in TOTAL

#	Deliverable (Item)	Outcome	Description	Type	Time frame (per quarter)	Quantity	Total Cost
1	Strategy Workshops	Overall Strategy Plan for MoH – determining expected outcomes from 15-month AMR Engagement Plan (PPT and/ or Word) Detailed Plan and Overview for Policy Strategy (quarterly)	Conduct a Global AMR Engagement Strategy leading up to the AMR Summit 2024 with Outlook until 2030. a) Ideation Workshop with MoH Staff b) Questionnaire for MoH Staff to receive Feedback for Validation Workshop	Workshop Documents & Meetings	Q1 2024	8 Workshop Meetings & accompanied documents	143,112.50

		<p>Detailed Plan and Overview for Engagement Strategy (quarterly)</p> <p>Internal Operational Project Engagement Plan per quarter and month</p> <p>Events Plan - Timetable and Internal Operational Plan btw Sovereign and MoH staff</p>	<p>c) Validation Workshop for Strategy</p> <p>d) Agreed Strategy and Implementation Plan</p> <p>e) Revision/Adjustment and Update of Engagement Strategy throughout project (quarterly review)</p>				
2	<p>Stakeholder Identification & Mapping (Political Heat-Map)</p>	<p>Stakeholder Mapping Document (Word or Excel) – “Who’s Who List”</p>	<p>a) Identify, Develop and regularly update Stakeholder Mapping and Engagements to identify key political contacts (e.g., Political heat-map on AMR)</p> <p>b) Reach out to Sovereign’s trusted, high-level data base of key contacts</p> <p>c) Track Stakeholder Map-progress and follow-ups</p> <p>d) Update Stakeholder Map regularly aligned with Engagement Strategy</p>	<p>Planning, Mapping Document</p>	<p>Q1 2024</p> <p>(updates Q2-Q3)</p>	<p>1 Stakeholder Map document (regularly updated and tracked)</p>	64,200.00
3		<p>Fact Sheets</p>	<p>a) Develop Policy Briefing Documents</p>			<p>100 documents</p>	101,650.00

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	Research & Analysis	<p>Background 1-2 pagers</p> <p>Meeting minutes reports to track and execute project pipeline</p> <p>Thematic Policy research papers (5-7 pages)</p>	<p>in advance of MoH internal & external meetings</p> <p>b) Develop Meeting Minutes and actions from each meeting (internal/ external)</p> <p>c) Provide background research on relevant policy themes, stakeholders for MoH engagements</p> <p>d) Writing short Policy Papers/ Analysis upon demand and aligned with activities and engagement plan</p>	<p>Documents /Verbal Briefings</p>	<p>Q1 2024</p> <p>Q2 2024</p> <p>Q3 2024</p> <p>Q4 2024</p> <p>Q1 2025</p>		
4	Comparative Political Analysis & Consultation	<p>Comparison Table with analysis</p>	<p>a) Conduct Comparative Analysis document of AMR Ministerial Summit and Outcomes (Field Research, Secondary Research, Qualitative Analysis) – Evaluate Pros Cons for the KSA Ministerial (1 time off)</p> <p>b) Develop and Conduct a Small Consultation</p>	<p>Analysis Document/ Consultation</p>	<p>1</p> <p>Comparative Analysis document</p>	90,950.00	<p>Q1 2024</p> <p>Q2 2024</p>

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			<p>Process on local and national best practice initiatives for countries, policy-makers and Civil Society (evidence-based conclusions leading to summit) Q1/Q2 that will feed into the summit and inform program, themes and agenda (consultation will need to focus on target group and scope due to time limitations of project)</p> <p>c) Consultation Outcome Summary and Report</p>				
		<p>Consultation - Questionnaire & Feedback</p> <p>Consultation Outcomes - Analysis</p> <p>Consultation Recommendations - Evaluation and Integration in Strategy Plan</p>				4 Consultation Documents	
5	Stakeholder Engagem	Meetings & preparation &	High-Level Meetings with influential	Meeting Report	Q1 2024	40 Meetings	214,000.00

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	<p>ents & High-Level Meetings</p>	<p>assistance to stakeholders in the AMR and Global Policy Space (e.g. health, finance) to Raise KSA’s global profile leading on and having an impact on AMR globally.</p> <p>Introductions made by Sovereign for new/strengthened/strategic relationship building & partnerships</p> <p>Set up 9 meetings per quarter with relevant AMR and non-AMR but relevant high-level stakeholders</p> <p>Identification of designated speakers/attendees AMR Summit and/or side-events</p> <p>Identification of designated partners for overall engagement plan</p> <p>Supporters & advocates for KSA’s leadership on AMR</p>				
6	<p>Policy Monitoring</p>	<p>Live Policy Monitoring & Information tool</p>	<p>a) Provide Policy Monitoring Tool to MoH to track global AMR projects and political discussions in the policy space.</p>	<p>Document</p>	<p>1 Policy Monitoring Tool (weekly update during calls)</p>	<p>80,252.00</p>

			<p>b) Provide regular Primary and Secondary Intelligence on AMR policy discussions in national, regional and International settings.</p> <p>c) Support with influencing and providing policy input into national, regional and Global AMR Consultations, Policy Declarations, Taskforces etc.</p>		<p>Q1 2024</p> <p>Q2 2024</p> <p>Q3 2024</p> <p>Q4 2024</p>		
7	<p>Delegations for/with MoH Staff</p>	<p>Meetings; Partnerships; speakers for Events and Field work to gather/shape policy-intelligence for the overall engagement plan</p>	<p>Organise and Support Delegation Meetings for Information Gathering and Planning for Roundtables and Summit (e.g. Oman).</p>	<p>Planning/ Political Advisory (Meeting Report)</p>	<p>Q1 2024</p> <p>Q2 2024</p> <p>Q3 2024</p>	<p>6 Delegation Meetings</p>	65,560.86
8	<p>Building Public, Private Partnerships</p>	<p>Identify and Create Innovative & Concrete Partnerships to launch or present joint implementation work and results for AMR summit</p>	<p>a) Build strategic and impactful</p>	<p>Partnerships (Report, MoU, Draft Agreement)</p>	<p>Q1 2024</p>	<p>4 Strategic Partnerships</p>	188,908.00

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		Present Legacy Initiatives leading up to and at the AMR summit	<p>Partnerships with Technical Partners, Policy-Makers or International Groups to leverage the Saudi voice higher-up the international agendas and show tangible results for the summit</p>				
		PPP – Pilot Projects	<p>b) KSA to champion ONE Pilot Project in a low-and-middle-income country that delivers tangible progress on NAPs, e.g. including diagnosis at point of care to reduce antibiotic use – results to be shown during AMR Summit 2024. Develop Concrete Partnerships to showcase progress of AMR NAPs improvement in ONE LMIC of choice of KSA (to be agreed with MoH)</p>				
9	Political Advisory & Meetings with MoH Staff	<p>Consultancy</p> <p>Assess, track and redirect strategy</p>	<p>Weekly 60-minute calls/meetings for alignment, progress and next steps</p>	<p>Planning / Strategy/ Consultancy (Meeting Minutes Report)</p>	<p>Q1 2024</p> <p>Q2 2024</p> <p>Q3 2024</p> <p>Q4 2024</p>	<p>60 Virtual/in person meetings</p>	115,360.00

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					Q1 2025		
10	Ad-Hoc; High-Level Advisory Service to MoH on Strategy and Implementation Plan	Consultancy Assess, track, redirect strategy	Additional Requests by Ministry for Meetings and Clarification Calls	Advisory Document	Q1 2024 Q2 2024 Q3 2024 Q4 2024	30 consultation/ meetings (virtual/person)	101,650.00
11	End2End Side-Event Planning, Organisation & Execution	Events Organised and Profile raised of KSA MoH in AMR and Global Health Diplomacy New& strengthened partnerships New engagement opportunities for KSA in AMR Prepare drafting process	a) KSA to lead on the following policy discussions by building upon a series of collaborative initiatives and projects leading up to the High-Level Ministerial Summit in November 2024 b) Develop 4 high-level roundtables steered by leadership of KSA MoH (<i>to be finalised and discussed with completion and consultation with MoH</i>) c) 4 Policy Documents: Develop 4 key-take away documents following the side-events to inform and feed into the strategy & summit	Event Management & Consultancy Document	Q1 2024 Q2 2024 Q3 2024	4 side-events (national/international)	384,162.50

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		for final summit recommendation 4 key take-away & policy recommendation/ action documents informing concrete action for and after the summit				
1 2	Communication and PR Advisory	Raise & leverage political understanding/ awareness and scale up interest and impact leading up to, during & after AMR summit a horizontal group of cross-sectorial stakeholders	a) Preparation of MoH Staff for External Meetings, Events b) Write Speeches c) Develop Information Factsheets d) Support in Narrative Shaping and Communications Advisory for Staff	Document & Briefings	Q1 2024 Q2 2024 Q3 2024 Q4 2024	16 documents 91,306.64
1 3	International Profile Raising of MoH and Staff	Create brand recognition, acceptance and support for KSA's Global Health Diplomacy role	KSA to become a thought leader/ game changer on AMR Global Policy discussions and suggesting concrete roadmaps to tackle AMR until 2030 & beyond via a collaboration with a wider group of countries, multilateral institutions, parliamentarians, academia, civil society and financiers.	Event Guidance Document	Q1 2024	5 Engagement Opportunities 220,687.50

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			<p>a) Integrate KSA and its leadership in existing national, regional and global fora and policy fora to drive AMR discussions forward.</p> <p>b) KSA MoH Excellence lead by example showcasing KSA's national AMR approach to shape international policy discussions.</p> <p>c) Ensure KSA increased Global footprint at senior level summits (e.g. EU, AU, MDBs, G20, G7, ASEAN, BRICS).</p>		<p>Q2 2024</p> <p>Q3 2024</p> <p>Q4 2024</p>	
14	<p>AMR Summit Planning, Preparation and Implementation</p>	<p>Successful Ministerial Summit and Leadership of KSA in AMR and Global Health</p> <p>Comparatively larger turn-out of broader group of politicians and ministers</p> <p>A lasting legacy of KSA AMR summit with ensuring continuity until</p>	<p>Organise a Successful AMR Ministerial Summit in November in Collaboration with previous AMR Summit Partners to show tangible Results</p> <p>a) Map Out the Governance and Programme of the Summit</p> <p>b) Support in organising the AMR Ministerial Summit 2024 on the Policy</p>	<p>Planning, Event Management, Research & Consultancy Document</p>	<p>Q1 2024</p> <p>Q2 2024</p> <p>Q3 2024</p> <p>Q4 2024</p>	444,050.00

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		2030 and beyond	and Coordination side with delegates.				
		Participation of non-traditional groups (IO,MDBs, NDBs, academics and Investor and Innovator community)	c) Identify, develop, and promote legacy Initiatives for the AMR Ministerial Summit to ensure global footprint on leading AMR discussions.				
		Help build new AMR fund, financing facility and/or new partnerships delivering concrete impact till 2030 beyond	a) Develop Final Communique that includes specific goals with clear metrics and timeline for all (tripartite progress report Netherlands, Oman and future Presidency?)				
15	Post Summit Evaluation & Report	Create evaluation results from summit and document the process and map challenges, opportunities that will help inform KSA leading role on AMR by 2030+	Develop Post Summit Debrief and End of Engagement Report to inform MoH Policy by 2030 and beyond Support with Thank you Letters and Post-Event Materials Writing the Report including the Summit	Planning Document & Report	Q4 2024 Q1 2025	2 Debrief Meetings & 1 Workshop 1 Final Report and Evaluation & Meeting	90,950.00
TOTAL							2,396,800

TABLE 2: QUARTERLY OVERVIEW

Quarter	Deliverable Type (as per catalogue in proposal)	Type/Output	Quantity/Outcome	Cost Item (GBP)	Cost Total Quarter (GBP)
Q1 2024 (PART I)	1/ Strategy Workshops	Workshop Documents & Meetings	4	71,556.25	240,642.75
	3/ Research & Analysis	Documents/Verbal Briefings	10	10,165.00	
	8/ Building Public Private Partnerships	Partnerships (Report, MoU, Draft Agreement)	2 Partnerships Identified & Introduced	94,454.00	
	10/ Ad-Hoc, High-Level Advisory	Advisory	6 Political Advisory and Advice Documents	20,330.00	
	13/ International Profile Raising of MoH and Staff	Event Guidance Document	1 existing event with speaking role for MoH staff identified	44,137.50	
Q1 2024 (PART II)	1/ Strategy Workshops	Workshop Documents & Meetings	4	71,556.00	706,399.66
	2/ Stakeholder Identification & Mapping (Political Heat-Map)	Planning, Mapping Document	1 Document	64,200.00	
	3/ Research & Analysis	Documents/Briefings	20	20,330.00	
	4/ Comparative Political Analysis & Consultation	Analysis Document/ Consultation	1 Analysis Document 1 Consultation Document & 1 Questionnaire	48,150.00	
	5/ Stakeholder Engagements & High-Level Meetings	Meeting Report	10 Meetings	53,500.00	
	6/ Policy Monitoring	Document	1 Weekly Policy Update Report	20,063.00	

	7/ Delegation Meetings for with MoH Staff	Planning/ Political Advisory (Meeting Report)	2 Delegation Meetings with MoH Staff for Summit Planning & Political Consultancy	20,508.00	
	8/ Building Public Private Partnerships	Partnerships (Report, MoU, Draft Agreement)	2 Partnerships Identified & Introduced	94,454.00	
	9/ Political Advisory & Meetings with MoH Staff	Planning / Strategy/ Consultancy (Meeting Minutes Report)	12 Meetings (Virtual/in Person)	23,072.00	
	10/ Ad-Hoc, High-Level Advisory	Advisory Document	6 Political Advisory and Advice Documents	20,330.00	
	11/ End2End Side-Event Planning, Organisation & Execution	Event Management & Consultancy Document	1 Event Organised (Virtual/in Person)	92,260.00	
	12/ Communication and PR Advisory	Document & Briefings	4 documents & briefings produced for speaking engagement of MoH staff	22,826.66	
	13/ International Profile Raising of MoH and Staff	Event Guidance Document	1 existing event with speaking role for MoH staff identified	44,137.50	
	14/ AMR Summit Planning, Preparation, and Implementation	Planning, Event Management, Research & Consultancy Document	Planning documents, programme, meetings, identify speakers and invitees	111,012.50	
Q2 2024	3/ Research & Analysis	Documents/Briefings	20	20,330.00	575,871.66
	4/ Comparative Political Analysis & Consultation	Consultation/ Report	2 Consultation Document & Evaluation Report Summary	42,800.00	
	5/ Stakeholder Engagements &	Meeting Report	10 Meetings	53,500.00	

	High-Level Meetings				
	6/ Policy Monitoring	Document	1 Weekly Policy Report	20,063.00	
	7/ Delegation Meetings for with MoH Staff	Planning/ Political Advisory (Meeting Report)	2 Delegation Meetings with MoH Staff Summit & Political Consultancy	20,508.00	
	9/ Political Advisory & Meetings with MoH Staff	Planning / Strategy/ Consultancy (Meeting Minutes Report)	12 Meetings (Virtual/in Person)	23,072.00	
	10/ Ad-Hoc, High-Level Advisory	Advisory Document	6 Political Advisory and Advice Documents	20,330.00	
	11/ End2End Side-Event Planning, Organisation & Execution	Event Management & Consultancy Document	2 Events Organised (Virtual/in Person)	197,292.00	
	12/ Communication and PR Advisory	Document & Briefings	4 documents & briefings produced for speaking engagement of MoH staff	22,826.66	
	13/ International Profile Raising of MoH and Staff	Event Guidance Document	1 existing event with speaking role for MoH staff identified	44,137.50	
	14/ AMR Summit Planning, Preparation, and Implementation	Planning, Event Management, Research & Consultancy Document	Planning Documents, programme planning, outreach to invitees	111,012.50	
Q3 2024	3/ Research & Analysis	Documents/Briefings	20	20,330.00	434,427.16
	5/ Stakeholder Engagements & High-Level Meetings	Meetings report	10 Meetings	53,500.00	
	6/ Policy Monitoring	Document	1 Weekly Policy Report	20,063.00	

	7/ Delegation Meetings with MoH Staff	Planning/ Political Advisory (Meeting Report)	2 Delegation Meetings with MoH Staff Summit & Political Consultancy	20,508.00	
	9/ Political Advisory & Meetings with MoH Staff	Planning / Strategy/ Consultancy (Meeting Minutes Report)	12 Meetings (Virtual/in Person)	23,072.00	
	10/ Ad-Hoc, High-Level Advisory	Advisory Document	6 Political Advisory and Advice Documents	20,330.00	
	11/ End2End Side-Event Planning, Organisation & Execution	Event Management & Consultancy Document	1 Event Organised (Virtual/in Person)	98,647.50	
	12/ Communication and PR Advisory	Document & Briefings	4 documents & briefings produced for speaking engagement of MoH staff	22,826.66	
	13/ International Profile Raising of MoH and Staff	Event Guidance Document	1 existing event with speaking role for MoH staff identified	44,137.50	
	14/ AMR Summit Planning, Preparation, and Implementation	Planning, Event Management, Research & Consultancy Document	Planning documents, programme planning, outreach and manage invitees & preparation, prepare communique	111,012.50	
Q4 2024	3/ Research & Analysis	Documents/Briefings	20	20,330.00	358,071.66
	5/ Stakeholder Engagements & High-Level Meetings	Meetings report	10 Meetings	53,500.00	
	6/ Policy Monitoring	Document	1 Weekly Policy Report	20,063.00	
	9/ Political Advisory & Meetings with MoH Staff	Planning / Strategy/ Consultancy (Meeting Minutes Report)	12 Meetings (Virtual/in Person)	23,072.00	
	10/ Ad-Hoc, High-Level Advisory	Advisory Document	6 Political Advisory and Advice Documents	20,330.00	

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	12/ Communication and PR Advisory	Document & Briefings	4 documents & briefings produced for speaking engagement of MoH staff	22,826.66	
	13/ International Profile Raising of MoH and Staff	Event Guidance Document	1 existing event with speaking role for MoH staff identified	44,137.50	
	14/ AMR Summit Planning, Preparation and Implementation	Planning, Event Management, Advisory Document	Planning Documents, programme planning, manage invitees, preparation and execution	111,012.50	
	15/ Post Summit Evaluation	Planning Document	1 Debrief Meeting & 1 Workshop Summit Follow-Up Material Preparation	42,800.00	
Q1 2025	3/ Research & Analysis	Documents/Briefings	10 Meetings	10,165.00	81,387.00
	9/ Political Advisory & Meetings with MoH Staff	Planning / Strategy/ Consultancy (Meeting Minutes Report)	12 Meetings (Virtual/in Person)	23,072.00	
	15/ Post Summit Evaluation & Report	Report	1 Debrief Meetings 1 Final Report and Evaluation & Meeting	48,150.00	
TOTAL				2,396,800	

In addition to the service fee, the project timeline includes the estimated cost for travel, accommodation and subsistence costs for all consultants involved within the project life cycle. The costs do not include the logistical costs for organising the ministerial event and side-events in the lead up to the actual summit.

Schedule 2

Form of SOW

Statement of Work No. []

This Statement of Work (this "SOW"), is entered into by and between **SOVEREIGN STRATEGY LIMITED** ("Sovereign") and the Ministry of Health ("Client") as of this ____ day of _____, 20____, and is governed by the terms of the Consultancy Agreement, dated , [] 2024, in effect by and between Sovereign and the Client (the "Agreement"). All capitalized terms not defined in this SOW shall have the definitions given to them in the Agreement. Notwithstanding anything to the contrary herein, the parties expressly agree that, in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern and control unless this SOW expressly indicates otherwise, by reference to specific applicable sections of the Agreement, and then only with respect to this SOW and no other statement of work. This SOW may not be amended except by written instrument executed by authorized representatives of both Sovereign and the Client.

1. Additional Services and Deliverables to be Provided by Sovereign:

[ADD DESCRIPTION]

2. Information requested by Sovereign from the Client

[ADD DESCRIPTION]

3. The Client's strategic overview in respect of the Additional Services

[ADD DESCRIPTION]

4. The Client's intended outcomes and business aims from the Additional Services

[ADD DESCRIPTION]

5. Performance and Delivery Schedule:

[ADD PERFORMANCE AND DELIVERY SCHEDULE IF APPROPRIATE]

6. Acceptance Testing:

[ADD IF APPROPRIATE]

7. Additional Services Fees:

[ADD DETAILS OF FEES PAYABLE]

Director

Date

Director

Date

Signed by **Hatice Beton** for and on behalf of
SOVEREIGN STRATEGY LIMITED

Signed by **Saud bin Muhammad Al-Shamrani** for and on behalf of **The Ministry of Health, the Kingdom of Saudi Arabia**