CONVENTION HIRING AGREEMENT

BETWEEN:
Qatar National Convention Centre (QNCC)

AND:
"The Hirer"
Texas A & M University

For:
Texas A & M University- Graduation Ceremony 2018
"The Event"

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CONVENTION HIRING AGREEMENT

Qatar National Convention Centre

AGREEMENT made on 21 Mar 2018

BETWEEN

Qatar National Convention Centre ("QNCC"), CR number 93816, PO Box 34195, Doha-Qatar, represented by Mr. Abdullah Al-Emadi, Chief Executive Officer.

AND

The Party or parties in Schedule 1 (the 'Hirer') Texas A & M University Education City, Represented by Mr. Cesar Malava, Dean.

PREAMBLE

A. Qatar National Convention Centre (the 'Venue') is a venue available for conventions, exhibitions and the staging and performance of events.

B. The Hirer wishes to conduct an event described in Schedule 1-4 as attached at the Venue.

QATAR NATIONAL CONVENTION CENTRE (QNCC) AGREEMENT

1. HIRING OF THE VENUE

1.1 Grant of Licence

QNCC grants and the Hirer accepts a non-exclusive and revocable licence to use the Licence Area for the Hiring on the terms of this Agreement (the 'Licence').

1.2 Licence Area

a. The Licence is limited to the Licence Area.

b. The Hirer shall not enter or use any other areas, services, facilities or parts of the Venue without the prior written approval of QNCC.

1.3 Access

a. Notwithstanding clause 1.2, the Hirer may at any time during the Licence Period have access to all parts of the Venue that are reasonably required for the Hiring but not including those parts used by QNCC's administration and control rooms other than those essential to the Hiring and allocated by QNCC to the Hirer for that purpose ('Access Rights').

b. Notwithstanding clause 1.3a QNCC may amend the Access Rights at any time on provision of notice to the Hirer provided that, in the reasonable opinion of QNCC, the amended Access Rights are sufficient for the Hiring.

1.4 Licence not exclusive

a. The Licence is not-exclusive. Ownership and control of the Licence Area and the Venue remains with QNCC at all times.

b. This Agreement does not in any way create
1.5 QNCC to make facilities available

QNCC will make all reasonable efforts to make the facilities, equipment and services specified as being the responsibility of QNCC in the Event Order available for the Hirer's use.

1.6 Setting up and taking down

QNCC may specify dates and times outside of the Licence Period for use of the Licence Area or part of the Licence Area for setting up and taking down of the Licence Area for the Event (the "Set-Up Period") in the Event Order. Unless otherwise agreed, such use will be on the same terms as this Agreement. Except as specified in the Event Order, all room or hall set-up will be conducted by QNCC.

1.7 Shared facilities

QNCC may establish timetables for the use and availability of services and facilities at the Venue and, if necessary, arrangements for sharing services and facilities. This may include but is not limited to parts of the Licence Area, entrances, exits, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and common areas. The Hirer must comply with any timetables established and co-operate in any sharing arrangements.

1.8 Hirer's Nominee

The Hirer must appoint an individual as its nominee (the 'Hirer's Nominee') and must notify QNCC immediately following appointment. The Hirer's Nominee must be present at all times during the Licence Period and the Set-Up Period:

a. be present in the Venue; or
b. be otherwise available or contactable for the purpose of performing this Agreement; or
c. have notified an alternate nominee ("Alternate Nominee") who is present in the Venue or otherwise available or contactable and notified QNCC of the Alternate Nominee.

QNCC may rely on any act done by the Hirer's Nominee (or Alternate Nominee) as binding on the Hirer.

2. FEES AND PAYMENTS

2.1 Hire Charges

a. The Hirer must pay the Hire Charges in the name of Qatar Properties Holding Co. For Operations & Management (S.P.C) as the parent company of QNCC at the times set out in Schedule 2 Item 2.
b. Hire Charges accrue daily from midnight on the day in respect of which the charge is incurred.

2.2 Applicable rates

QNCC Charges specified in this agreement are based on charges applicable at the date of this Agreement. Charges applicable under this agreement will be determined by QNCC based on the Official Price List in force at the event actual date. Price List is usually valid from 1st January-31st December each Fiscal year.

The Hirer acknowledges that before entering into this agreement has satisfied itself as all charges which QNCC is entitled to make under this agreement.

2.3 Hire Charges not refundable

a. The Hirer acknowledges that before entering into this Agreement it has satisfied itself as to all charges which QNCC is entitled to make under this Agreement.
b. Hire Charges by the Hirer paid to QNCC are not refundable in any circumstances, including but not limited to the cancellation of the Hiring for any reason (other than a breach by QNCC of this Agreement), unless otherwise agreed in writing by QNCC.

2.4 Cancellation

If the Hirer wishes to cancel or otherwise reschedule the Event ('Cancellation'), the Hirer must notify QNCC in writing without undue delay and shall pay the following cancellation charges on demand:

a. Venue Rental Cancellation Charge:
   i. 10 % of the Venue Rental if the Cancellation Date is 365 days or more before the Commencement Date;
   ii. 30 % of the Venue Rental if the Cancellation Date is between 181 days and 364 days prior to the Commencement Date;
   iii. 50 % of the Venue Rental if the Cancellation Date is between 91 days and 180 days prior to the Commencement Date;
   iv. 75 % of the Venue Rental shall be payable if the Cancellation Date is between 31 days and 90 days prior to the Commencement Date;
   v. 100 % of the Venue Rental shall be payable if the Cancellation Date is 30 days or less prior to the Commencement Date.

b. Additional Services Cancellation Charge:
   i. If Cancellation Date is more than 30 days prior to the Commencement Date, Hirer shall only be liable for costs incurred by QNCC. If QNCC has not incurred costs in relation to any Additional Services at the time of the Cancellation, then Additional Services Cancellation Charges shall be nil.
   ii. If Cancellation Date is 30 days or less prior to the Commencement Date, Hirer shall be liable for 100% of the Additional Services Charges.

3. GENERAL OBLIGATIONS OF HIRER

3.1 Compliance with Venue rules

The Hirer must comply with the Venue Rules and use best efforts to ensure that the Hirer’s Participants and Delegates comply with the Venue Rules.

3.2 Restrictions

The Hirer will not do, omit to do or permit, any activity which, in the reasonable opinion of QNCC, may:

a. cause temporary (other than as specified in the Event Order) or permanent damage to the Venue or any facilities in or associated with the Venue;

b. cause danger or imminent risk of harm to any person;

c. cause damage to the reputation or goodwill of QNCC;

d. put at risk of suspension, forfeiture or non-renewal any current licence or permit required for the lawful management or operation of the Venue;

e. be unlawful in any respect;

f. be regarded as, or cause or result in, riotous, disorderly or improper conduct in the Venue; and

g. cause smoking in the Venue.

The Hirer must immediately comply with any QNCC (or QNCC Third Party) direction to cease or cause to be ceased any or all of above mentioned activity.

3.3 Observance of legislation and government permits

The Hirer must:

a. obtain, observe and comply with all the Hirer’s expense all government, semi-government, municipality and other permits, registrations, licences, consents and similar approvals required for the conduct of the Event, the operation of any equipment or materials or for any other act or matter connected with the conduct of the Event; and

b. pay and/or withhold all government charges and taxes relating to the Event including, but not limited to, any applicable goods, services or import taxes and levies.
3.4 Determination of sound levels and noise

The Hirer must, at its cost, comply with all applicable laws, regulations, by-laws or permits and QNCC policies and directions relating to sound level limits and noise.

4. CONDUCT OF EVENTS

4.1 Event Order

a. QNCC will issue the Hirer with an event order for the Event (the ‘Event Order’) [before the Commencement Date].
b. The Hirer will provide QNCC with all information that QNCC requests and will cooperate with QNCC to design, develop and finalise the Event Order.
c. QNCC may amend and reissue the Event Order from time to time. At QNCC’s sole discretion, QNCC may accept or reject any changes to the Event Order proposed by the Hirer.
d. After issuance by QNCC, the Event Order will form part of the Agreement.

4.2 Event timetable

a. The Event will start and finish at the times set out in the Event Order. The Hirer must notify QNCC of any proposed change to the timing of the Event. Subject to clause 4.1c, proposed changes will take effect on the issuance of a new Event Order by QNCC.
b. The Hirer acknowledges that QNCC shall have the right to impose additional charges that may apply for extended Hire Periods and that any such charges will be paid by the Hirer to QNCC.

5. SECURITY AND ACCESS

5.1 Security systems and procedures

a. QNCC and/or QNCC Third Parties will at all times retain overall control of all security systems and security procedures necessary to ensure the security at all times of the Venue and all persons in the facilities of the Venue.
b. QNCC may at its sole discretion employ or engage at the cost of the Hirer such security personnel, special duty police and/or such similar persons and/or equipment to ensure security at the Venue is maintained at a level considered by QNCC to be appropriate.
c. QNCC Security Department is responsible for QNCC and Qatar Foundation asset security and emergency response within the Venue only.
d. Event specific security (including but not limited to building, break down, traffic management and Ministry of the Interior support) must be requested by the Hirer through QNCC. QNCC holds exclusive rights to the direct or indirect provision of such. Once QNCC has received a written request from the Hirer, QNCC will make best efforts to assign a security provider (‘Approved Security Provider’). The Hirer is liable for the costs associated with the provision of services by any Approved Security Provider.
e. The Hirer must prepare such plans in collaboration with the Approved Security Provider.

5.2 General security

The Hirer must comply with all requirements laid down by QNCC for general security and crowd control at the Venue. In particular, the Hirer must:

a. procure that all access devices, which are given to the Hirer by QNCC or an QNCC Third Party (‘Access Devices’) are kept in charge of persons who are approved by QNCC;
b. not copy or otherwise duplicate Access Devices;
c. return all Access Devices to QNCC on the earlier of the end of the Service Period or on the Cancellation Date (if earlier);
d. pay QNCC the cost of replacement of any Access Devices lost or damaged while in the Hirer’s on QNCC’s demand.

5.3 Access of personnel

a. Access to the Venue outside the License Period by the Hirer’s Nominee (or Alternate Nominee) is subject to the written approval of QNCC and compliance with QNCC security systems and accreditation procedures.
b. At the request of the Hirer and subject to QNCC approval, vehicle passes and other passes permitting specified persons’ access to specified Venue areas (not accessible to public) may be provided.
5.4 Emergency Services

a. The Hirer must not hinder or obstruct any Emergency Services in the exercise of the Hirer's rights and obligations under this Agreement.

b. QNCC is not responsible for the manner in which Emergency Services provide services regardless of whether such services are made available or obtained through QNCC.

5.5 Event medical provision

a. The Hirer must procure the provision of sufficient first aid and other medical cover ('Medical Cover') during the Licence Period and any Set-Up Period. Medical Cover is a mandatory Venue requirement. The level and type of Medical Cover must be approved (in writing) by QNCC Health and Safety Security and Environment department.

b. Notwithstanding clause 5.5a, QNCC may stipulate specific minimum requirements for the Event.

5.6 Observance of evacuation procedures

The Hirer must procure that it and the Hirer's Participants:

a. are familiar with all of the Venue's emergency evacuation procedures of the Venue as provided by QNCC; and

b. observe all emergency evacuation procedures applicable at the Venue.

6. CATERING, CONCESSIONS AND FACILITIES

6.1 Concessions

a. QNCC has the sole right to set, provide or distribute in the Venue products and services including but not limited to food and beverage products and services, ATM and EFTPOS services, and computerised information or interactive services ('Products and Services').

b. QNCC may sell or distribute the Products and Services in any way it sees fit including the appointment of agents or distributors.

c. All revenue from sales of Products and Services belongs to QNCC.

d. Except as set out in the Event Order:

i. the Hirer, the Hirer’s Participants and the Delegates must use the facilities for Products and Services provided by QNCC during the Licence Period and any Set-up Period; and

ii. the Hirer will not, will procure that the Hirer’s Participants do not and will make best efforts to procure that the Delegates will not bring into, receive or provide any Products and Services in the Venue in breach of clauses 6.1a and 6.1b.

7. SAFETY AND EQUIPMENT

7.1 Responsibility for Event

The Hirer is solely responsible for the conduct of the Event. The Hirer will, and will procure that the Hirer’s Participants will, conduct the Event in accordance with applicable law and international best practice and ensure the Venue, its facilities and equipment is used safely and in accordance with applicable law and international best practice.

7.2 Workplace health and safety

At all times the Hirer must comply and must procure that the Hirer’s Participants comply:

a. with all applicable legislation relating to occupational or workplace health and safety laws and regulations; and

b. QNCC occupational health and safety procedures, policies and requirements.

7.3 Hirer’s equipment
7.4 Environment

a. The Hirer must not, and must procure that the Hirer’s Participant do not, permit to be done or omit to do anything in respect of the conduct of the Event which may cause damage to the environment or cause any contamination or unlawful pollution of the Venue or its surroundings.
b. The Hirer must ensure that in conducting the Event, it complies with all applicable environmental laws and international best practice.
c. QNCC may in its sole discretion require the Hirer to satisfy additional safety, technical or environmental requirements.
d. QNCC may retain technical advisers and experts to advise it on the staging of the Event. The Hirer will pay the fees of such advisers and experts on QNCC’s demand.

7.5 Dangerous or pyrotechnic activities

The Hirer must provide full details to QNCC of any potentially dangerous activities or pyrotechnic activities which are intended to form part of the Event. No such activities may be conducted as part of the Event without QNCC approval which must be obtained before the Commencement Date. The giving of that approval does not prevent QNCC from orally withdrawing that approval if QNCC at any time considers that the activity may constitute a danger to any person not voluntarily involved in the activity or a risk to voluntary participants beyond that which may ordinarily apply to the activity. Without limiting the generality of this clause 7.5, dangerous activities include but are not limited to:

a. parachuting and hang-gliding;
b. bungee jumping;
c. activities involving animals;
d. activities involving fireworks;
e. stunts of any description;
f. high wire performers; and

g. any activities involving explosions, shooting, archery or projectiles.

7.6 Ingress and egress

The Hirer must only use entrances and exits designated by QNCC for moving in or out Equipment and must comply with all regulations and directions of QNCC and/or QNCC Third Parties in relation to access, vehicle movements and load limits.

8. DAMAGE TO THE VENUE

8.1 Damage by Hirer

Without limiting clause 13.2, if:

a. the Venue or its facilities;
b. the areas immediately surrounding the Venue which are the responsibility of QNCC to maintain (including, but not limited to, footpaths, road pavements, kerbs and channels, street furniture and signs); or
8.2 Report damage or loss

a. As soon as the Hирer becomes aware of it, the Hирer must report to QNCC:

i. any damage or loss to the Venue, its facilities or equipment;
ii. any accidents giving rise to any loss, damage or injury whatsoever to any person or property occurring in or about the Venue in connection with the use of the Venue;
iii. any act, omission or circumstance (including any lapse in safety precautions) which creates or poses (or created or posed) a risk to the health or safety of persons in or about the Venue, whether or not such act, omission or circumstance gives rise to any accident of the type referred to in clause 8.2;
iv. any actual or alleged breach of or material event under or in relation to a licence or permit required for the Event, including but not limited to the Licence, including particulars of the breach or event, the action proposed to be taken in respect of it and any updates in relation to the breach or event and the action being taken;

b. The Hирer must provide full details of each Damage and Loss Event to QNCC as soon as practicable after it becomes aware of the Damage or Loss Event.

9. VACATION OF VENUE

9.1 Hирer to vacate

Before the time specified in the Event Order or, if not specified in the Event Order, the time specified in Schedule 1, the Hирer must remove from the Venue, or procure the removal from the Venue of, anything which the Hирer or a Hирer’s Participant has brought into the Venue, unless otherwise agreed in writing by QNCC.

9.2 Failure to remove goods, equipment etc.

If the Hирer does not comply with its obligations under clause 9.1, QNCC may, at its sole discretion and at the risk and expense of the Hирer, remove or have removed from the Venue any item left by the Hирer or a Hирer’s Participant (the ‘Item’) or store the Item or arrange for them to be stored. The expenses may include, but are not limited to:

a. storage charges incurred by QNCC or, if the Item is stored by QNCC itself, the normal prevailing market charges payable in respect of that storage;
b. transit charges, including insurance, incurred by QNCC or, if QNCC moves the Item itself, the normal prevailing market charges payable in respect of that transit;
c. QNCC staff costs involved in moving and storing the Item; and
d. if, in the opinion of QNCC, the Item cannot practicably be removed or stored, QNCC’s reasonable estimate of the direct and indirect costs, expenses, liabilities and losses (including loss of profits) incurred by QNCC as a result of the Hирer’s breach.

10. INSURANCE

10.1 Hирer’s public and products liability insurance

a. Unless QNCC agrees in writing that such insurance is not applicable to the Event, the Hирer must take out and maintain during the License Period: ‘Property All Risks Insurance’ and/or Contractors Plant & Equipment All Risks insurance, on terms and at a level approved by QNCC in writing. The insurance must cover all Equipment and Property used by the Hирer or the Hирer’s Participants throughout the License Period.
b. The Hирer must take out and maintain during the License Period one or more public liability insurance policies on terms and at a level approved by QNCC in writing (the ‘Public Liability Insurance’). The Public Liability Insurance should cover all of the Event activities including, but not limited to, any activities conducted by the
Hirer's Participants. QNCC must be nominated as co-insured in the Public Liability Insurance policy. The Hirer agrees to provide QNCC its Public Liability Insurance policy under this agreement, and amounting to not less than USD 20,000,000 for any one occurrence with the number of occurrences unlimited during the License Period.

The Public Liability Insurance Policy shall be written or endorsed to include:

i. The PARTIES (including QNCC, their respective employees, directors, officers) as additional insured's.
ii. Waiver of subrogation in favour of all insured's.
iii. Cross liability and severability of interest clause.
iv. Hirer's Public Liability Insurance policy shall be first layer insurance for all co-insured parties, and other insurance carried by QNCC shall not be called upon by Hirer's underwriters to contribute or participate on the basis of concurrent contribution, double insurance or otherwise, except as otherwise agreed in the agreement.

c. Hirer shall be responsible for arranging Workmen's Compensation and Employer's Liability coverage of a comparable nature to the full extent required by applicable laws whenever the work is to be performed under employees are made or are expressed to be made. Such insurances shall be endorsed to effect that claims formulated by the Hirer's personnel against QNCC shall be treated as claims against the Hirer and compensated by such insurances with indemnity to QNCC clause.
d. All the deductibles, exceptions and exclusions applicable to any insurance arranged by the Hirer or any subcontractor of any tier shall be for the account of and be paid by the Hirer or subcontractor. Any loss arising from breach of conditions and/or warranties contained in such policies of insurance shall also be for the account of the Hirer.
e. Without limitation of the Hirer responsibilities and obligations, if the Hirer subcontracts any part of the work, the responsibility and insurance provisions of such subcontract shall be consistent with the Agreement.
f. Hirer shall ensure that the respective insurers waive all rights of subrogation against QNCC, its insurers, its shareholders and lenders in respect of all insurances required to be maintained by the Hirer, and such insurances shall be primary and non-contributory with respect to other similar or complementary insurance maintained by QNCC.
g. If the Hirer fails to effect or obtain any insurance required by the agreement to provide QNCC with certificates or renewal certificates as stipulated in this Clause 10.1, QNCC shall have the right to procure such insurance at the Hirer's expense, in which event any amount paid by QNCC for this purpose shall immediately become due and be payable by the Hirer to QNCC and QNCC in addition to any other remedy available under this contract, shall be entitled to deduct such amount from any monies due or which become due to the Hirer hereunder.
h. Hirer shall notify QNCC immediately upon receipt of any notice of claims, incidents, or demands or of any situation, which might give rise to such claims, or demands being made under the insurance policies. Written notice shall be given by the Hirer to QNCC no later than two (2) calendar days after the occurrence of any accident. However, if serious accidents (including but not limited to serious injuries), notice shall be given immediately and then confirmed in writing by the Hirer to QNCC.
i. The Hirer must give its insurers full and true information of all matters that are, or become known to the Hirer and non-disclosure of which may prejudice the policy. The Hirer must provide its insurers with a copy of this Agreement.
j. The Hirer's entry to and/or use of the License Area or the Venue facilities and/or the Venue is conditional on the Hirer providing QNCC with its complete set of insurance policy documents, not just its Certificate of Insurance for QNCC's review and approval evidencing the Hirer's Property, Plant & Equipment, Workmen Compensation Insurance and Public Liability Insurance (the "Certificates"). The Certificates must include a business description for the Hirer and, if applicable, each Hirer's Participant and must comply with the requirements of clause 10.1(a) and 10.1(b), as applicable.
k. The Hirer further agrees to provide QNCC with evidence of its payment and settlement of all relevant insurance premiums, under this Agreement to its insurance provider.
l. All insurance policies required to be maintained by the Hirer hereunder shall be subject to an advance notice of cancellation of at least five (5) calendar days' notice by the Hirer to QNCC.
m. The Hirer shall fully indemnify QNCC against loss or damage arising out of any failure to effect or maintain such insurance specified in the contract or out of any act or omission, which invalidates the said insurances.

10.2 Hirer to preserve insurance

The Hirer must, and must procure that the Hirer's Participants and Delegates do not do, or permit to be done, anything at the Venue which places at risk any policy of insurance related to the Venue, its facilities or equipment or
10.3 Full indemnity

Notwithstanding any other provision of this Agreement, the Hirer must fully indemnify QNCC in respect of the Hirer's obligations under this Agreement and the Hirer must take all reasonable steps to ensure that full indemnity is maintained in respect of the Hirer's obligations under this Agreement throughout the License Period.

11. PUBLICITY AND BROADCASTING

11.1 Display material

a. The Hirer may exhibit Display Material in the Licence Area. The Hirer must obtain the prior written approval of QNCC as to the location and method of exhibiting the Display Material.
b. The Hirer must not exhibit Display Material in any other place or in a way which might be reasonably expected to:
   i. cause QNCC or any QNCC Third Party to be subject to legal action;
   ii. bring QNCC, the Venue, QNCC and/or any QNCC Third Party into disrepute; and/or
   iii. be in breach of any applicable law or regulations.
c. QNCC may exhibit its own Display Material within the Venue and may permit QNCC Third Parties to exhibit Display Material within the Venue including the Licence Area.

11.2 Publicity and advertising information

a. In all advertising, publicity and promotional (Web site, On-Line material, Printed material etc.) for the Event, the Hirer must include "The Qatar National Convention Centre" as the name of the venue, or such other name notified to the Hirer from time to time by QNCC.
b. If requested by QNCC, the Hirer must submit advertising and promotional material for approval before publication.
c. The Hirer must ensure that the Venue details in any advertising or promotional material meet QNCC requirements.

11.3 Recording equipment and procedure

In relation to any photograph or film, video, sound, television or other digital or electronic recording or transmission (whether or not for commercial purposes) in the Venue or at an activity at the Venue, the Hirer must:
a. comply with QNCC or QNCC Third Party directions as to the places in which any equipment can be positioned; and
b. complete a 'Permission Request Form for Photography and Filming' and obtain written approval from QNCC if recording, broadcast or transmission is required during or outside the License Period and any Set-Up Period.

12. INTELLECTUAL PROPERTY

12.1 Intellectual property rights

Except as set out in this Agreement, neither party may use or exploit the intellectual property of the other party without that other party's explicit approval.

12.2 Use of logos

a. The Hirer must submit a key visual artwork (for example: an advertisement, outdoor banner or a poster) which will be used for advertising and publicity purposes and obtain prior approval from QNCC before usage.
b. The Hirer must not use any logo except the Logo to represent the Venue.
c. The official Logo must be used in accordance with QNCC's corporate branding guidelines.
12.3 Use of Venue Image

If the Hирer is authorised by QNCC to use images of the Venue, whether actual, digital or other representation, the Hирer must ensure that the image:

a. is a true representation of the Venue; and
b. does not portray the Venue in a negative way or in a way which may adversely affect the reputation of the Venue, QNCC or any QNCC Third Party or which may be offensive to the public or any segment of the public having regard to general community standards in the State of Qatar.

12.4 QNCC photographer

QNCC has the right to take, or to procure a QNCC Third Party to take, images/video or conduct photography/filming for all events hosted in the Venue including, but not limited to the Event.

13. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

13.1 Warranties by Hирer

The Hирer represents and warrants to QNCC that:

a. the Hирer has the right to stage the Event;
b. the Hирer has full capacity and legal right to sign and deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary corporate, shareholder and other action to authorise such signing, delivery and performance;
c. all obligations of the Hирer in this Agreement are legally binding and enforceable in accordance with their terms;
d. neither the signing or delivery of, nor the performance of obligations of the Hирer under, this Agreement will:
   i. contravene any existing applicable law, decree, decree law, statute, rule, regulation, order or authorisation or any judgement, injunction, decree or award to which the Hирer is subject;
   ii. not fail with or constitute a default under any contract, security interest, transaction or arrangement to which the Hирer is a party or is subject or by which it or any of its property is bound, or with the giving of notice and/or lapse of time, constitutes such a default;
   iii. contravene any provision of the Hирer’s constitutional documents.

e. no event or circumstance which constitutes or which (with the giving of notice or lapse of time or both) would constitute any of the events in clause 13.1 has occurred and is continuing; and
f. before signing this Agreement it has satisfied itself that the Venue and its facilities, equipment and services are adequate or fit for the conduct of the Event.

13.2 Hирer indemnifies QNCC

The Hирer indemnifies QNCC and agrees to keep QNCC indemnified for all loss, damage, consequential loss and damage, including loss of profit directly or indirectly associated with the Hiring, claims by any person against QNCC and costs and expenses (including legal fees or consultant’s fees) which QNCC may suffer or incur in respect of or arising directly or indirectly out of:

a. any breach by the Hирer or a Hирer’s Participant of the Hирer’s obligations under this Agreement;
b. any act, default or omission on the part of the Hирer, a Hирer’s Participant or Delegate;
c. the Hирer not proceeding with the Event or any part of the Event or cancelling or postponing the Hiring or any part of the Hiring other than by reason of the Licence Area not being available because of:
   i. the negligence of QNCC; or
   ii. a breach by QNCC of this Agreement;
d. the Hирer failing to complete a contract made between the Hирer and a third party for the performance by the third party of work or services in connection with the Hiring, whether or not that contract is a contract under which QNCC has agreed to keep the third party indemnified against loss, including loss of profit, occasioned by the Hирer failing to complete the contract;
e. any infringement or alleged infringement of copyright or other protected intellectual property right by the Hирer or a Hирer’s Participant;
f. any damage to, or loss of, property (whether owned by QNCC or any other person) at the Venue by reason of or in connection with the use of the Venue by the Hирer, a Hирer’s Participant or a Delegate except to the extent that such damage or loss occurred because of QNCC negligence or failure to comply with its obligations under this Agreement in all material respects;
g. an injury to, or death of, any person suffered in or about the Venue, by reason of or in connection with the use of the Venue by the Hирer, a Hирer’s Participant or a Delegate except to the extent that such injury or death
occurred because of QNCC's gross negligence or failure to comply with its obligations under this Agreement in all material respects;

h. any environmental damage or contamination or unlawful pollution of the Venue or its surrounds caused directly or indirectly by the Hirer, a Hirer's Participant or a Delegate;

i. the information provided for the preparation of the Event Order not being true and correct in all respects.

13.3 Release

The Hirer uses and occupies the Venue at the risk of the Hirer. The Hirer releases to the full extent permitted by law, QNCC, and its officers, employees, agents, contractors, invitees and licensees from any and all liability resulting from:

a. any accident, loss, damage or injury to persons or property occurring in the Venue while occupied or used by the Hirer under this Agreement;

b. any loss or damage suffered by any person or persons arising out of the exercise by QNCC of any right or discretion under this Agreement.

13.4 Force majeure

Neither party will be liable to the other party for any loss or damage or for any liability which may be suffered or incurred by them resulting from:

a. any strike or other industrial action by any person or group of persons including, but not limited to, any employees or contractors engaged by or employed by QNCC, its contractors, the Hirer or the Hirer's Participants but neither party is obliged to settle any industrial dispute or action of any kind except on terms acceptable to it;

b. any interruption or cessation in the supply of chilled water or electricity or any other type of power, energy or utilities to the Venue or failure of any equipment owned or operated or hired by QNCC for the supply of chilled water or electricity or any other power, energy or utilities to the Venue;

c. any force majeure occurrence including acts of God; war (whether declared or undeclared), civil commotion, blockade or insurrection; fire; flood or washaway; storm or tempest; cyclone; smoke; bomb threats or other threats of violence or damage to persons or property; acts of terrorism; earthquake; shortage of water; epidemic; explosion; serious breakdown or accident to facilities or equipment; an act or restraint of any governmental or semi-governmental or other public or statutory authority or any other cause not reasonably within the control of the party, which may affect in whole or in part the Hiring and/or the obligations and/or liabilities of either party to this Agreement.

13.5 Responsibility for approvals and inspections

The Hirer acknowledges that where any approval is granted by QNCC or any inspection is performed by QNCC under this Agreement:

a. the giving of that approval or the making of that inspection alone does not make QNCC liable to the Hirer for any loss or damage suffered by the Hirer if the Hirer acts in reliance on that approval or the making of that inspection;

b. the grant of the approval or the making of the inspection does not release the Hirer from any of its obligations under this Agreement or from any duty of care which the Hirer may owe to QNCC or any other person; and

c. nothing in this Agreement requires QNCC to make any safety, technical or other inspection.

13.6 QNCC responsibility

a. This Agreement sets out all the conditions and warranties on which the Hirer has relied. QNCC excludes all other conditions and warranties except those which cannot be excluded by law or which may cause any part of this clause to be void ("Non-excludable Condition").

b. QNCC's liability to the Hirer for breach of this Agreement or any Non-excludable Condition is limited to QNCC's choice of refunding the price of the services in respect of which the breach occurred or providing those services again.

13.7 Liability of QNCC

The Hirer acknowledges that in dealing with QNCC or any officer, agent or employee of QNCC before entering into this Agreement or during the course of this Agreement the Hirer is dealing with corporate body acting through its officers, agents or employees.

To the extent permitted by law, the Hirer agrees to waive its rights to any cause of action available to it against any officer, agent or employee of QNCC in respect of any statement, representation, act or omission of that officer, agent or employee whether or not the statement representation, act or omission was authorised by QNCC.
14. TERMINATION OF AGREEMENT

14.1 Termination by QNCC

In addition to any other right to terminate this Agreement that QNCC may have, QNCC may terminate this Agreement forthwith by notice to the Hирer if at any time:

a. the Hирer commits a material breach of the terms of this Agreement and fails to remedy that breach to the satisfaction of QNCC within 10 Business Days of being notified of that breach by QNCC;
b. the Hирer fails to make any payment required under this Agreement, including Hire Charges, within 10 Business Days after the due date for payment;
c. a warranty under clause 13.1 is or becomes untrue and such breach of warranty is not remedied to the satisfaction of QNCC within 10 Business Days of the Hирer being notified of that breach by QNCC;
d. there is a real possibility that damage may be caused to the Venue, its facilities or its equipment by the Hирer exercising any right or authority granted under this Agreement or that such exercise may cause any injury to any person or prejudice any Agreement, maintenance contract or insurance policy of QNCC;
e. the manner in which any Hiring is being conducted or is proposed to be conducted is illegal or otherwise contrary to law or may injure or tend to injure the reputation of QNCC, the Venue or any QNCC Third Party;
f. the Hирer cannot obtain appropriate insurance under clause 10;
g. the Hирer or any entity that controls the Hирer or is controlled by the Hирer is the subject of an Insolvency Event.

A notice of termination given under this clause 14.1 may be subject to conditions and will take effect in accordance with its terms.

14.2 Consequences of termination

If QNCC terminates this Agreement, the termination takes effect without prejudice to the rights or remedies of QNCC arising out of any antecedent breach of the Agreement by the Hирer.

14.3 Overdue payment

If the Hирer does not make a payment under this Agreement on time, the Hирer must pay late payment fees on the outstanding amount from the due date until the date of actual payment calculated at a rate equal to two percentage points (2%) above the Qatar Central Bank Repurchase Rate for Qatar Riyals as published from day to day by the Qatar Central Bank, which if not published on any day is deemed to be the immediately available and published rate until a revised rate is published. Late payment fees calculated as above are payable before and after any judgment or order of a Court. Late payment fees accrue daily and are payable by the Hирer on demand by QNCC.

14.4 Termination for other reasons

Either QNCC or the Hирer may terminate this Agreement by notice to the other party if any one or all of the following events occur:

a. the Venue or any part of the Venue which substantially affects the conduct of the Venue is required, requisitioned or resumed for the use of a Government, municipality or other local authority or any other public authority for any public purpose or priority usage by any Government or local authority for a period of greater than 90 days;
b. the Venue is damaged or destroyed by an act of war or act of terrorism or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action and as a result will be unavailable for a period exceeding 180 days;
c. the use of the Venue for the Hiring is prohibited, obstructed or hindered for a period exceeding 180 days by reason of the occurrence of any event described in clause 13.4.4 or

15. ASSIGNMENT AND STEP IN

15.1 QNCC assignment

QNCC may assign this Agreement or any right under this Agreement without the prior written consent of the Hирer.

15.2 No Hирer's assignment

The Hирer must not assign this Agreement or any right under this Agreement without the prior written consent of QNCC, which consent may be withheld at QNCC's sole discretion.
16. CONFIDENTIALITY

16.1 Confidentiality of Agreement and information
a. QNCC and the Hirer acknowledge and agree that:
   i. this Agreement and its provisions and substance;
   ii. all information relating to the Venue, the Event, or to the operation of the Venue;
   iii. all information received by the Hirer in performing the terms of this Agreement;
   iv. intellectual property of either party and other information to be generated under this Agreement; and
   v. all information supplied by the Hirer to QNCC under or in relation to this Agreement.

whether provided before or after the date of this Agreement (the 'Confidential Information') is information of a confidential nature and will be received, supplied and communicated in circumstances of confidence.

b. Each party receives the Confidential Information on a confidential in confidence basis.
c. Each party will to the fullest extent possible preserve confidentiality of the Confidential Information.

16.2 Parties to maintain confidentiality

QNCC and the Hirer must not disclose any of the Confidential Information to any third party without first obtaining the consent in writing of the other party except to the extent that:

a. the disclosure is required by law or is expressly required by this Agreement;
b. the disclosure is made by a party to a lender to the party for the purpose of obtaining finance;
c. the disclosure is made by either of the parties to its legal, accounting advisors or insurance advisors;
d. the information is or has become public knowledge once as a result of an unauthorised disclosure by either of the parties; or

the disclosure is necessarily made by the Hirer or QNCC in order to comply with any statutory reporting or disclosure requirements binding upon it.

16.3 Notification as to disclosure

If either party is permitted under clause 16.2 to disclose any Confidential Information to a third party the party intending to disclose the Confidential Information must:

a. before doing so and to the extent possible under applicable law and regulations:
   i. notify the other party; and

ii. give the other party a reasonable opportunity to take any steps that the other party considers reasonable to protect the confidentiality of that information; and

b. notify the third party that the information is information of a confidential nature of the other party.

16.4 Acknowledgment

Each party acknowledges that:

a. it is aware that any breach of this clause will result in a party suffering loss, for which damages may not be an adequate remedy;
b. the disclosure of Confidential Information to any third party in breach of this clause will prejudice the future supply of Confidential Information; and

c. in the event of a suspected, anticipated or actual breach of this clause or any obligation of confidentiality under this Agreement, the parties are entitled to seek and obtain injunctive relief or specific performance.

16.5 Continuing obligation

The obligations contained in this clause 16 will remain in full force and effect after the termination in whole or in part of this Agreement and will not be deemed to be waived, merged or extinguished on such termination.

17. NOTICES

17.1 Written notice

A party giving notice or notifying under this Agreement must do so in writing:
a. directed to the recipient's address specified in this clause, as varied by any notice; and
b. except for a notice given under clause 14, hand delivered or sent by international courier or facsimile or email to that address;
c. in the case of a notice given under clause 14, hand delivered or sent by international courier requested to that address.

The parties' addresses and facsimile numbers are:

Qatar National Convention Centre (QNCC)

Postal Address:
Education City
PO Box 34185
Doha, Qatar

Fax number: +974 4470 7001
Email: admin@qatarconvention.com

The Hirer:

The address, email and fax number (if any) of the Hirer is specified in Schedule 1.

17.2 When notice delivered

A notice given in accordance with clause 17.1 is taken to be received:

a. if hand delivered, on delivery;
b. if sent by international courier, on the date indicated on the acknowledgement of receipt;
c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice; or
d. if sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, at the time that is 24 hours after the email was sent, but if the time the communication is taken to be received is not on a Business Day or is after 3.30 pm, the communication is taken to be received at 7.30 am on the next Business Day.

18. MISCELLANEOUS PROVISIONS

18.1 Hirer's obligations extend to others

An obligation on the Hirer relating to the conduct of the Event includes an obligation to procure that each of the Hirer's Participants and each of its Delegates, do not do or omit to do any act or thing which would cause the Hirer to breach its obligation. The Hirer must ensure that each such person is made aware of the Hirer's relevant obligations.

18.2 Conditions

This Agreement only becomes binding on QNCC after:

a. it is signed by the Hirer; and
b. QNCC receives the first payment set out in Schedule 2 Item 2 by way of cleared funds.

18.3 Repetition of warranties

Each representation and warranty in clause 13.1 is taken to be repeated on each day on and from the date of this Agreement to the end of the Licence Period plus any Set-Up Period.

18.4 Separate warranties

Each representation and warranty in this Agreement is to be construed independently of each other representation and warranty.

18.5 Enforcement of indemnity
18.6 Alteration

This Agreement may be altered only in writing signed by both parties.

18.7 Costs

The Hirer must pay all legal costs and consultants’ fees incurred by QNCC in any way in respect to this Agreement after the date of this Agreement, including, but not limited to, any costs incurred by QNCC in connection with:

a. any claim or action against the Hirer or in giving notices to the Hirer or enforcing any terms of this Agreement;
b. any breach by the Hirer of this Agreement; or
c. the performance or observance by the Hirer of any of the terms of this Agreement.

18.8 Waiver

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party’s right:

a. to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
b. at any other time to require performance of that or any other obligation under this Agreement.

18.9 No partnership, joint venture, agency or lease

QNCC and the Hirer acknowledge that this Agreement does not create a relationship of landlord and tenant, joint ventures, employment or partnership between QNCC and the Hirer.

18.10 Entire agreement

This Agreement:

a. constitutes the entire agreement between the parties as to their subject matter; and
b. in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

18.11 Governing law and jurisdiction

This Agreement is governed by the law applicable in the State of Qatar and each party submits to the jurisdiction of the courts of the State of Qatar.
CONTRACT AGREEMENT
EXECUTED as an Agreement.

SIGNED for and on behalf of the Hirer
in the presence of

Witness
30 APR 2018
Director, Procurement Services

Robert C. Bounds
Name of Signatory

Date Position with Hirer

Name and address of Witness (PRINTED)
Texas A&M University
Robert C. Bounds
1477 TAMU
Purchasing & Stores
College Station, TX 77843-1477

SIGNED for and on behalf of
QNCC- Qatar Properties Holding Co.
Member of Qatar Foundation (QF)
in the presence of

Witness

Date Position

Name and address of Witness (PRINTED)

10-5-2018
Definitions

In this Agreement:

'Access Devices' has the meaning in clause 5.2a.

'Access Rights' has the meaning in clause 1.3a.

'Additional Services' has the meaning in clause 2.4b.

'Alternate Nominee' has the meaning in clause 1.8c.d

'QNCC Third Parties' means entities within the Qatar Foundation group of companies and QNCC’s employees, officers, agents, contractors, volunteers, licensees other than the Hирer and any employee or officer of such third parties.

'Approved Security Provider' has the meaning in clause 5.1d.

'Business Day' means a day other than a Friday or Saturday or an official holiday in the State of Qatar.

'Business Hours' means the hours between 0730hrs and 1530hrs on a Business Day (or during Ramadan means the hours between 0730hrs and 1330hrs on a Business Day).

'Cancellation' has the meaning in clause 2.4a.

'Cancellation Date' means the date on which QNCC received notification of Cancellation from the Hирer in accordance with clause 2.4a.

'Certificates' has the meaning in clause 19.1d.

'Commencement Date' means the first day of the Licence Period.

'Confidential Information' means information of the type described in clause 16.1.

'Display Material' means posters, signs, advertising materials or any other material which can or may be displayed in any form, including electronic form.

'Emergency Services' means any member of the medical or nursing profession, police force, fire brigade, ambulance service, first aid service or other emergency service or any security officer employed in respect of the Venue.

'Event' means the event or events for which the Licence Area is hired as detailed in Schedule 2.

'Event Order' has the meaning in clause 4.1a.

'Hire Charges' means the payments set out in Schedule 2 and payable by the Hирer in accordance with clause 2 and includes any other amount described in this Agreement as Hire Charges.

'Hирer's Nominee' has the meaning in clause 7.8.

'Hирer's Participants' means the Hирer’s employees, officers, agents, contractors, volunteers, exhibitors, invitees, licensees and organises and any employee or officer of such agents, contractors or exhibitors.

'Hiring' means the agreed use of the Licence Area by the Hирer specified in Schedule 1 and the Event Order.

'Insolvency Event' means, in respect of corporate body:

a. an application has been made for winding up or the appointment of a liquidator or provisional liquidator is made and not dismissed, stayed, enjoined or withdrawn within 21 days;

b. any order is made or resolution passed for winding up (except for the purpose of reconstruction on terms approved by QNCC);

c. it enters into a scheme of arrangement with its creditors or any class of creditors;
Qatar National Convention Centre

d. it has a receiver or manager of any of its assets appointed;
e. a law, decree or decree law is passed or issued for its dissolution or winding up;
f. it is taken to be insolvent under any relevant provisions of the Law;
g. it stops payment of its debts or announces an intention to do so;
h. it is struck off or deregistered or otherwise ceases to exist or have full capacity;
i. execution or an attachment order is levied against any of its assets; or
j. it has any action taken against it or happen to it which is equivalent to paragraphs (a) to (i) under the law of any jurisdiction.

‘Item’ has the meaning in clause 9.2.

‘Logo’ means the official logo of QNCC as notified to the Hirer.

‘Licence’ has the meaning in clause 1.1.

‘Licence Area’ means the areas specified in Schedule 1 and any other area of the Venue that the parties agree in the Event Order to be part of the Licence Area.

‘Licence Period’ means the times specified in Schedule 1 or as otherwise specified in the Event Order.

‘Medical Cover’ has the meaning in clause 5.5a.

‘Non-excludable Condition’ has the meaning in clause 13.6a.

‘Product Liability Insurance’ has the meaning in clause 10.1a.

‘Products and Services’ has the meaning in clause 6.1a.

‘Public Liability Insurance’ has the meaning in clause 10.1b.

‘Price List’ means the Price List for charges in relation to the Venue as issued by QNCC from time to time.

‘QNCC’ means the Qatar National Convention Centre.

‘QNCC Insurance Policy’ has the meaning in clause 10.2.

‘Set-Up Period’ has the meaning in clause 1.8.

‘Venue’ means the building known as Qatar National Convention Centre at Doha together with the curtilage surrounding the building (including car parks) and such other areas as QNCC and the Hirer agree in this Agreement (including in the Event Order) are included in the expression “the Venue” for the purposes of this Agreement.

‘Venue Rules’ means the Terms of Entry and all other directions, notices, signs, announcements or other requirements made, given, displayed or published by QNCC in respect of the Venue.

Interpretation

In this Agreement:

a. references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement;
b. the Schedules and the Event Order form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules Event Order;
c. the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
d. unless the context otherwise requires:
e. references to the singular include the plural and vice versa and references to any gender include every gender;
f. references to a “person” include any individual, body corporate, association, partnership, firm, trust, organization, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

g. references to a “party” or to the “parties” will mean QNCC and/or the Hirer as the context requires and will include a reference to its or their successors and (to the extent applicable permitted) assigns and references to a third party will mean any person other than the parties;

h. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

i. any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

j. references to “in writing” or “written” are to communication effected by post, facsimile and email or any other means of reproducing words in a legible and non-transitory form;

k. references to this Agreement are references as varied from time to time in accordance with clause 18.5 and as assigned (in accordance with clause 15.1 from time to time);

l. references to any other Agreement or document are to such Agreement or document as varied, assigned or novated from time to time;

m. any reference to:

   i. time of day is to Doha time and
   ii. a day is to a period of 24 hours running from midnight to midnight;

n. to the extent only of any conflict or inconsistency between the clauses, Schedules and the Event Order the order of precedence will be as follows: Event Order, Schedules, clauses;

o. an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and

p. any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.
# SCHEDULE 1- PARTICULARS OF THE HIRING

**EVENT:** Texas A & M University- Graduation Ceremony 2018 (11061)

<table>
<thead>
<tr>
<th>Date</th>
<th>Days</th>
<th>Description</th>
<th>Usage</th>
<th>Activity</th>
<th>Unit Price</th>
<th>Total (QR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09 May - 10 May</td>
<td>2</td>
<td>VIP Car Park - West</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>09 May - 09 May</td>
<td>1</td>
<td>Al Mayassa Theatre - Stalls</td>
<td>4 hours only</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>09 May - 10 May</td>
<td>2</td>
<td>Foyer - Concourse Central</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td></td>
<td></td>
<td>Level 1 (Spider)</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Al Mayassa Theatre</td>
<td>Graduation Ceremony Package</td>
<td>67,600.00</td>
<td>67,600.00</td>
<td></td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Meeting Room 102</td>
<td>Faculty Dressing Room</td>
<td>4,100.00</td>
<td>4,100.00</td>
<td></td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Meeting Room 103</td>
<td>Male Dressing Room</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Meeting Room 104</td>
<td>Female Dressing Room</td>
<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Meeting Room 105</td>
<td>Office</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Meeting Room 106</td>
<td>Crew Catering</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>10 May - 10 May</td>
<td>1</td>
<td>Press Room</td>
<td>VIP Fitting Room</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Charges Prior to Discount:** 71,700.00  
**Discount Space Booking:** -815.00  
**Total Charges after Surcharge and Booking Discount:** 71,085.00

## 2. Estimated Food and Beverage Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Pax</th>
<th>Total (QR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afternoon Coffee Break</td>
<td>85.00</td>
<td>15</td>
<td>1,275.00</td>
</tr>
<tr>
<td>cocktail reception menu</td>
<td>140.00</td>
<td>1200</td>
<td>168,000.00</td>
</tr>
<tr>
<td>International Lunch Buffet</td>
<td>120.00</td>
<td>10</td>
<td>1,200.00</td>
</tr>
</tbody>
</table>

**Total:** 170,175.00

## 3. Estimated AV Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting Technician</td>
<td>2,675.00</td>
<td>1</td>
<td>1</td>
<td>2,675.00</td>
</tr>
<tr>
<td>Lighting Technician - Overtime (per hour)</td>
<td>320.00</td>
<td>1</td>
<td>3</td>
<td>960.00</td>
</tr>
<tr>
<td>Rigger / Stagehand Technician</td>
<td>2,875.00</td>
<td>1</td>
<td>1</td>
<td>2,875.00</td>
</tr>
<tr>
<td>Sound Technician</td>
<td>2,875.00</td>
<td>1</td>
<td>1</td>
<td>2,875.00</td>
</tr>
<tr>
<td>Sound Technician - Overtime (per hr)</td>
<td>320.00</td>
<td>1</td>
<td>3</td>
<td>960.00</td>
</tr>
<tr>
<td>Stagehand Technician - Overtime (p/hr)</td>
<td>320.00</td>
<td>1</td>
<td>3</td>
<td>960.00</td>
</tr>
<tr>
<td>Theatre Equipment and Technician (Show Day)</td>
<td>9.00</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total:**
### SCHEDULE 2 - PARTICULARS OF CHARGES

#### 2.1 ROOM HIRE CHARGES ARE INCLUSIVE OF:

- **Air conditioning**
  - Energy conservation is of prime concern, so QNCC will supply and maintain normal and reasonable amounts of air-conditioning during the operating hours of event dates [move-in through move-out].
  - Air systems are programmed based on event schedules to minimize usage during non-peak times. The set-point for air comfort is seventy-two (72) degrees.
  - Air-conditioning is switched on one [1] hour prior to and switched off one [1] hour after the published start and end times of the event.
  - Air conditioning is unavailable during move-in/out hours as loading dock doors will be open during that time.
  - Air conditioning is turned off when licensed space is unoccupied.
  - Requests for air conditioning during non-event periods will be charged on an hourly rate basis per event space and must cover a minimum duration of four (4) hours continuous use.
  - Preparation for cooling should also consider the following:
    - Depending on the number of loading dock doors open, the desired cooling level may not be attained.
    - Depending on the amount of equipment on the floor, the exhaust fans could also limit the cooling level attained.

- **House Lighting**
  - Energy conservation is of prime concern, so QNCC maintains minimum levels of lighting during the operating hours of event dates [move-in and move-out].
  - Lighting systems are programmed based on event schedules to minimize usage during non-peak times.
  - Lights run at thirty-three percent (33%) during Move-in / Set-up and/or Move-out / Break-down times at no charge.
  - Lighting in licensed space is switched on one [1] hour before and switched off one [1] hour after the close of the day’s proceedings.
  - House lights are turned off when licensed space is unoccupied.
  - Requests for house lighting during non-event periods will be charged on an hourly rate basis per event space and must cover a minimum duration of four (4) hours continuous use.

- **Internal Public Address System**
  - QNCC makes available on a complimentary basis, the use of the public address system during the operating hours of event dates for the purposes of making event announcements during the order of proceedings.
  - The use of the Public address system is done in consultation with the AV Production team.

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident</td>
<td>2,500.00</td>
<td>1</td>
<td>1</td>
<td>2,500.00</td>
</tr>
<tr>
<td>L1 - Hanging Banners - Central Foyer</td>
<td>2,000.00</td>
<td>12</td>
<td>1</td>
<td>24,000.00</td>
</tr>
<tr>
<td>Traffic Management</td>
<td>40.00</td>
<td>3</td>
<td>8</td>
<td>1,152.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0.00</strong></td>
<td></td>
<td></td>
<td><strong>28,052.00</strong></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Video Technician</td>
<td>2,675.00</td>
<td>1</td>
<td>1</td>
<td>2,675.00</td>
</tr>
<tr>
<td>Video Technician - Overtime (per hour)</td>
<td>320.00</td>
<td>1</td>
<td>3</td>
<td>960.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>14,540.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
d. Registration Area (Subject to availability)
   - QNCC provides designated space in public areas, on a complimentary basis, for the purposes of pre-reception and registration. This is the space directly in front of the entrance(s) to the licensed space.
   - Registration space is subject to availability and assigned in consideration of other licensed events.
   - Any registration areas, event-specific displays may only be installed in public areas during times when it does not conflict with the activities of other events already in progress.
   - In order to provide safe and attractive access to the licensed space, space availability and placement of any counters, displays in public areas must be done in consultation with the Event Services Manager.

e. Electronic Signage and LCD Monitors for Event Program and Directional Purposes
   - Pre-determined Electronic Signage and LCD Monitors strategically positioned on an ideal route to the licensed space from the nearest guest entrance(s), this may be used to provide specific and dynamic information for an event.

f. Organizer's Office
   - A complimentary organizers office, subject to availability, is assigned for use by the Client and/or representative at their discretion.

g. Pre and Post Event Storage [Limits apply]
   - QNCC has the capacity to store event materials before, during and after an event for a limited period of time. Such storage requirements are subject to availability and require advance scheduling through Event Planning.
   - Storage areas are dependent on contracted event space.
   - Any stored event materials not picked up by the deadline will be removed at the owner's expense.

h. Cleaning of Public Areas during Operational Days
   - QNCC takes great pride in the care of the facility and are responsible for the cleaning of all Public Areas, including the following:
     a. Main Entrances, registration/pre-reception areas
     b. Restrooms
     c. Prayer Rooms
     d. Foyers, Lobbies, Corridors and Concourse
     e. Pick-up and Drop-off points

i. Hospitality Suite (Applicable to Halls 3 to 9 only)
   - A complimentary Hospitality Suite, subject to availability, is assigned for use by the Client at his/her discretion. This venue is furnished with standard lounge furniture.

j. Registration Desk
   - QNCC provide either a built-in or mobile registration desk depending on the licensed area, on a complimentary basis. The furniture and fittings used are designed to complement QNCC Public Space décor.

k. Standard Building Security
   - QNCC maintains a 24-hour general building security operation. Trained building security staff maintains 24-hour security coverage for the building's perimeter areas, internal corridors, life safety alarm system and monitor internal traffic flow.
   - Hirers are responsible for complete security of the Event/Events within all contracted areas, from the beginning of the lease period until the completion of move-out.
   - Hirers at their own expense are responsible for providing event Security Officers, within any contracted space from move-in until the completion of the move-out.

Ancillary Charges
The below ancillary charges shall be quoted upon request and invoiced separately:
- QNCC's staff costs as requested by the Hirer
- QNCC's contractors' costs
Wireless Internet Access with a high-bandwidth [24/6/8meg] can be purchased
- Food & Beverage requirements of Hирer
- Metered electricity event infrastructure
- Event specific security either as deemed required by QNCC, and/or requested by the Hirer.
- Carpet tiles
- Installation or hire of additional equipment and/or audio visual equipment
- Computer, Telephone, Internet and Fax connection
- Business Centre Services
- Cleaning and Damage Deposit, based on twenty percent (20%) of total licensed space payable seven (7) days prior to commencement of license and refunded subject to final event sign off.
- Any costs incurred by QNCC pursuant to clause 8.2 which are not otherwise specified in this Schedule.
- Any other amounts, costs or expenses reasonably incurred by QNCC, or owed to QNCC by the Hirer, whether incurred in respect of the hiring, or otherwise
- Cleaning of licensed area.

### 2.2. Hire Charges and Payment Schedule

Hire Charges payable as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Due Date</th>
<th>Percentage</th>
<th>Due Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total For: SALES &amp; MARKETING</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 71,085.00</td>
</tr>
<tr>
<td>Total For: AUDIO VISUAL</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 14,540.00</td>
</tr>
<tr>
<td>Total For: OPERATIONS</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 24,000.00</td>
</tr>
<tr>
<td>Total For: FOOD &amp; BEVERAGE</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 170,175.00</td>
</tr>
<tr>
<td>Total For: HEALTH &amp; SAFETY</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 2,900.00</td>
</tr>
<tr>
<td>Total For: SECURITY</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 1,152.00</td>
</tr>
<tr>
<td><strong>Estimated Total Licence Charges</strong></td>
<td></td>
<td></td>
<td>QR 283,852.00</td>
</tr>
</tbody>
</table>

Cumulative payments for Event bookings must be made as per the following payment schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Due Date</th>
<th>Percentage</th>
<th>Due Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment After The Event.</td>
<td>24 Jun 2018</td>
<td>100.00% OF TOTAL CONTRACTED CHARGES</td>
<td>QR 283,852.00</td>
</tr>
<tr>
<td>All Additional Charges on Completion of the Event</td>
<td>24 Jun 2018</td>
<td>Remainder</td>
<td>Due Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>QR 283,852.00</td>
</tr>
</tbody>
</table>

Total License Charges

QR 283,852.00

USD 77,772.38

These deposits are non-refundable.

The Hire Charges stated above are indicative only. Actual Hire Charges will be determined under clause 2.2. The Hirer may request additional room hire and/or ancillary services to be provided by QNCC. In such event, the Hirer shall pay additional Hire Charges to QNCC and the amount stated in the above payment schedule shall be revised accordingly.

All additional Hire Charges on Hirer's additional requests must be paid by credit card as they are incurred or, by prior arrangement with QNCC.
SCHEDULE 3- TERMS OF ENTRY
ENTRY TO THE VENUE IS SUBJECT TO THE FOLLOWING TERMS:

- The right of admission is reserved. In particular, we reserve the right to refuse entry to, or to remove from the Venue any persons who are drunk or disorderly, or whose conduct is unlawful or offensive, or who are not entitled to attend the Event. Any person who causes a disturbance or who refuses to comply with reasonable requests from Venue management may be removed from the Venue.
- Unauthorised persons are prohibited from entering any area not accessible by the public.
- Events participants or staff must not wear or display commercial, political, religious or offensive signage or logos, sell any goods or services or give away political, religious, advertising or promotional materials without the prior written approval of Venue management.
- Events participants or staff who are, in the opinion of Venue management, offensively attired or whose attire may cause a hazard or compromise safety may also be refused entry into the Venue.
- Bags and other items may be subject to inspection and events participants or staff may be searched. Events participants or staffs who refuse inspections or searches may be denied entry to the Venue.
- Alcoholic beverages must not be taken into or out of the Venue. QNCC is an alcohol-free Venue.
- Deliveries from external caterers will not be permitted into the Venue.
- Events participants or staffs are generally not permitted to bring food or beverage products purchased at commercial outlets outside the Venue’s License Area into the Venue. Decisions about whether such products will be permitted are at the discretion of Venue management. Events participants or staff will generally be advised to dispose of such items or will have the items confiscated prior to entering the Venue. This does not apply to food or beverages for events participants or staff with special dietary requirements, provided that such food or beverages are not packaged in prohibited containers.
- Items which, in the opinion of Venue management, have the potential to cause injury or a nuisance or inconvenience to any other person will not be permitted into the Venue. These include controlled, dangerous or illegal substances, cans, bottles, flares, fireworks, laser pointers, loud hatters and weapons of any description and may include certain musical instruments, flags and flagpoles and any other items considered by Venue management to have the potential to cause injury or a nuisance or inconvenience to any other person.
- Cameras (including digital cameras), audio and video recorders may only be brought into the Venue at the discretion of Venue management.
- Events participants or staff are not permitted to transmit, broadcast, sell, license or otherwise publish, disseminate or reproduce any recordings (including photographic, video or sound recordings) of the Event without the prior written approval of Venue management. Such recordings may be confiscated or erased. Any recordings or recording devices which are confiscated will become the property of the Venue owner.
- Events participants or staffs acknowledge that the Venue operator or the Event organiser may use events participant’s or staff’s image or likeness as part of any recording of the event.
- Events participants or staffs assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at the Venue. Events participants or staffs bring personal effects onto the premises at their own risk. Venue management will not be responsible for any damage to or loss or theft of a customer’s personal property.
- Smoking is not permitted in the Venue.
- The Event may be cancelled, delayed or stopped due to dangerous situations or for any other cause beyond the Venue management’s control. In such a case, events participants or staff may make a claim to the Event promoter.
SCHEDULE 4- VARIATIONS TO STANDARD AGREEMENT

The following variations are made to the agreement and the agreement will apply as varies in this schedule.