



# CONSULTANCY AGREEMENT

BETWEEN

**ACCIONA PRODUCCIONES Y DISEÑO**

AND

**ASA INTERIOR DECORATION LLC**

FOR

**CONSULTANCY AGREEMENT NO. APD/EXPO/SA897/CA/005-ASA**

IN RELATION TO

**Provision of Design Development Services**

For

**The Exhibition D&B Contractor at the Expo Live Pavilion Project**

**EXPO DUBAI 2020**



## **FORM OF AGREEMENT**

This Agreement is entered into on the 12th August 2020 by and between:

**ACCIONA PRODUCCIONES Y DISEÑO, S.A. (Dubai Branch)**, hereinafter referred to as “**APD**”, , and based at the following address with respect to this Subcontract: API Trio Office Building, Office #905, near to Novotel Hotel, Sheikh Zayed Road, Al Barsha, Dubai (UAE), represented by **Mr. Juan Carlos Vasco Granadero**, in possession of Passport No. PAD959977.(Hereinafter, APD or Contractor)

**AND**

**ASA INTERIOR DECORATION LLC**, hereinafter the “**Consultant**” in possession of Commercial License No. 822041 based at the following address with respect to this Consultancy Agreement: Concord Tower, 2901, Media City, Dubai, UAE, United Arab Emirates, represented by **Ms. Antonela Saliaj**, in possession of EID No. 784-1985-2039795-5

APD and the Consultant are referred to in this Consultancy Agreement collectively as “Parties” and each individually as “Party”.

Both parties, recognizing the mutual legal capacity necessary to sign and fulfill the terms of this Consultancy Agreement,

### **RECITALS**

- I. That, APD is a company which carry out national and international projects in the field of museums, exhibitions, events, shows, fairs, congresses and theming.
- II. That, the Consultant has as a capacity as design consultant with professionally trained executives and specialists that provide services for all aspects of work pertaining to Architectural, Design and Engineering Services and declares to have sufficient experience and technical training for the performance of the functions that will be entrusted to him by APD under this Consultancy Agreement.
- III. That APD, has been awarded by Expo Dubai 2020 LLC - SO (hereinafter, the “Client” or “EXPO”), with the contract to undertake the Exhibition D&B Contractor for the Expo Live Pavilion Project (hereinafter, the “Project”), located in Dubai EXPO 2020 in Dubai UAE.
- IV. That APD wishes to hire the professional services of the Consultant under the terms of a Consultancy Service Agreement (hereinafter, the “Agreement”).



**THE PARTIES HEREBY AGREE AS FOLLOWS**

1. The Consultant agrees to:
  - 1.1. carry out the works in accordance with this Agreement; and
  - 1.2. obtain and maintain all insurances required by this Agreement; and
  - 1.3. only provide professionally qualified, legal workers who holds the necessary visas, licenses, qualifications, permits, approvals required by this Agreement and the Laws applicable in Dubai, UAE.
2. The Contractor agrees to pay the Consultant according to this Agreement, subject to the Consultant having performed and observed all of its obligations contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement at the date referred below:

SIGNED BY AUTHORISED SIGNATORIES ON AND ON BEHALF OF:	
<b>ACCIONA PRODUCCIONES Y DISEÑO, DUBAI BRANCH</b>	<b>ASA INTERIOR DECORATION LLC</b>
..... <b>Name:</b> Mr. Juan Carlos Vasco Granadero <b>Designation:</b> Dubai Branch Manager  Date: .....	 ..... <b>Name:</b> Antonela Saliaj <b>Designation:</b> Managing Director  Date: .....



## PARTICULAR CONDITIONS AND DETAILS

Provision	Item	Description
	Documents forming the Agreement.	The documents below form the entire Agreement and the order of priority shall be as follows: - a) Form of Agreement b) Particular Conditions and Details c) General Conditions of Contract d) Annexure 1: Services & Fees e) Annexure 2: Appendices f) Annexure 3: Technical Documents g) Annexure 4: Other Documents Forming this Agreement
First	Object of The Subcontract	Provision of Design Development Services - Architectural
	Project	Expo Live Pavilion Project – Expo 2020 Dubai
Second	Commencement Date	25 June 2020
Second	Duration	6 weeks
Third	Fees	<b>AED 111,000.00 (One Hundred Eleven Thousand Only)</b> (excl. VAT). Refer Annexure 1
Third	Currency	Arab Emirate Dirhams
Fourth	Payment Terms	Within 30 days from receipt of certified invoice. Refer to Annexure 1
	Consultant Address	<b>ASA INTERIOR DECORATIONS LLC</b> Concord Tower, 2901, Media City, Dubai, UAE, United Arab Emirates
	Contractor Address	<b>ACCIONA PRODUCCIONES Y DISEÑO, S.A. – Dubai Branch</b> #905 API Trio Commercial Tower Building, Sheikh Zayed Road, PO Box 118820, DUBAI, UAE
	Client/Employer	Expo 2020 Dubai
Annexure 1	Insurances	<ul style="list-style-type: none"> <li>• Workmen's Compensation Insurance</li> <li>• Professional Indemnity Insurance</li> <li>• Motor/ Vehicle Insurance</li> <li>• Any other insurances required by law</li> </ul>
Thirteenth	Law and Jurisdiction	Emirate of Dubai, UAE Law
	Language of Contract and Communication	English
	Representatives	<p><b>By the Subcontractor:</b> Mrs. Antonela Saliaj and Mujeeb Rahman for issues related to execution of the Services, contractual and administrative issues;</p> <p><b>By APD:</b> Ms. Rebeca Ferreira, Contracts Manager, for contractual and administrative issues;</p> <p>Ms. Adriana Segales, Project Manager, for issues related to execution of the Subcontract.</p>



## **PROVISIONS**

### **FIRST - Purpose**

The purpose of this Agreement is the performance of the following services by the Consultant as referred to in Annexure 1 (hereinafter, the “**Services**”), in connection with the Project awarded by the Client in Dubai, to Provide a full team for the Design Development Services including as specified in Annexure 1.

### **SECOND - Term**

This agreement will be in force immediately upon the mobilization of the design professionals complete with all the required visas, insurances, taxes, levies, all as required within the Client Worker Welfare Requirement for the duration stated in Contract Particulars; or extended subject to mutual written agreement between the Contractor and the Consultant, if so required by the Client provided that if not renewed, or terminated pursuant to Clause 15 hereof, by the expiry date, this Agreement shall cease to continue to be in force and shall be of no legal effect, save as regards clauses Seven, Eight and Nine of this Agreement.

The provision of the services shall be according to the scope as provided by APD in accordance with the Client’s Requirement under the Prime Contract as enclosed in Annexures.

### **THIRD - Price**

In consideration for the provision of the design professionals, APD agrees to pay to Consultant the all-inclusive fixed rate contained within Annexure 1 of this agreement. The rate is fixed for the entire duration of this Agreement and is not subject to any adjustment for rise and falls in costs of the Consultant.

The Price / rate for the services is all inclusive of transport to site, visa process cost and all associated cost incurred for the employee whatsoever all as per Appendix 1.

### **FOURTH – Obligations of the Parties**

APD is committed to the payment of the services provided by the Consultant in execution of this Agreement in the following terms.

- Monthly payments for the services provided to be invoiced monthly. Payments will be done 30 days after receipt of certified invoice.

If, during the execution of a particular professional assignment, APD or the Consultant consider appropriate to modify or extend the Services, both parties must negotiate the scope of said amendments or extensions in the scope.

### **FIFTH - Nature of the Agreement**

The Parties agrees that the Services provided by the Consultant under his capacity of the design Consultant present professional collaboration has a commercial nature, so that the Consultant



enjoys full autonomy in the organization of its time. The Consultant relies on its own resources, structure and office dedicated to the provision, among others, of the services performed for APD that are the object of the Agreement. The Services will be carried out without being subject to schedules or to the discipline and indications of APD. Therefore, APD will only give technical instructions.

APD request or may request the presence of the Consultant in APD's/Client's facilities in order to integrate and coordinate the work together with the rest of the team. In no case may such presence be considered as an employment relationship with APD.

In this sense, the Consultant states that he is registered as an independent entrepreneur, and rigorously complies with his own commercial, tax and Social Security system obligations.

The Consultant will carry out the works and services assuming the technical responsibility of them.

In any case, it is an express and essential covenant that the services to be provided by the Consultant to APD under this Agreement will always have priority and preference in relation to those that can be provided to third parties.

The present collaboration does not grant a representative mandate in favor of the Consultant, in such a way that he cannot present a binding offer or enter into an agreement with clients on behalf of APD. Under no circumstance the Consultant may be considered agent or representative of APD.

#### **SIXTH - Termination**

The following shall be grounds for automatic and immediate resolution of this agreement:

- Material breach by the Consultant of any of the clauses of the Agreement.
- Failure to comply with the established execution/delivery deadlines, regardless of the penalties that may be established in such case.
- The suspension or delay of the works and/or supplies object of the present Agreement, or any other cause that endangers the production or the execution program, due to acts or omissions of the Consultant.
- Failure to proceed regularly and diligently with the Works or any part thereof after being given notice in writing to do so.
- for APD's convenience, by giving notice of 14 days of such termination to the Consultant.
- If the Main Contract between APD and the Client is terminated or is materially and economically affected so that APD cannot perform it.

The aforementioned grounds will result in the payment by the Consultant of the appropriate compensation for damages that may arise as a result of such termination. Furthermore, APD



shall retain, in a precautionary manner, the amounts pending payment, the guarantees that may exist and the work pending invoicing.

Notwithstanding the foregoing, any of the Parties that acts negligently or culpably in the performance of the obligations set forth in this Agreement, shall incur and shall thereby cause damage or prejudice to the other Party. The Party that has to face any liquidated damages by virtue of the actions of the counterparty may claim compensation to the counterparty.

#### **SEVENTH - Confidentiality**

The Consultant agrees to keep confidential and not to disclose, reproduce, provide to third parties or use in works or facilities for third parties, without prior written consent of APD, the Agreement and documentation, offers, information, procedures, that APD has provided to the Consultant for the correct fulfillment of this Agreement, or any other type of commercial information that by the mere fact of performing these functions, the Consultant has known.

Notwithstanding the provisions of the preceding paragraph, the content of this agreement, as well as any information or data on it, will lose confidentiality and may be disclosed by the Parties:

1. In compliance with a legal obligation or an administrative or judicial order.
2. To demand or allow compliance with the rights or obligations derived from the agreement, or for its advisors or auditors information, provided that both are committed to keeping it confidential in accordance with its professional standards.

This confidentiality obligation will last for a period of two years from the termination of the agreement.

The Subcontractor shall indemnify and hold harmless the Employer, Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of or in connection with any breach of this provision , without prejudice to any compensation for damages that may be applicable.

Upon termination of this Agreement, regardless of its cause, the Parties undertake to return each other immediately, or, when the latter is not possible, to destroy all Confidential Information of the other party, including any copies, to which they would have had access in the execution of the Services. Notwithstanding, and exceptionally, the Parties may keep copies of that Confidential Information that is required by applicable regulations or internal security or filing procedures, being applicable to said information as provided herein insofar as the Party retains it.

#### **EIGHTH – Intellectual Property**

APD reserves the rights derived from the intellectual property over all the original works under this Agreement, as well as, the possibility of making any kind of advertising diffusion, advertising





sponsorship and exploitation in any format and by any means of the original works defined in it.

Likewise, the Consultant guarantees that he will keep APD free and harmless from any claim that may eventually arise from an alleged violation of intellectual property, patents and/or other IP rights.

#### **NINTH - Recognition and Publication of Credits**

The Consultant shall request from APD in the future, the use in his curriculum of the collaboration provided to APD under this Agreement. In the case of not interfering in the interests of APD, such request shall be approved.

Only after APD approval of the termination of all works and after the official opening of the Project to the public, the Consultant may be authorized by APD to use the works performed by virtue of this Agreement for the purposes of advertising, marketing and public relations.

Likewise, the Consultant guarantees to APD that all the methods and procedures that he will use for the performance of the works will not infringe intellectual property rights, patent or other rights that protect the industrial property of third parties and that in its case will have the opportune authorization of their respective owners.

#### **TENTH - Subcontracting**

The Consultant may not subcontract with third parties, part or all of the works under the agreement, without the prior written authorization of APD. In case of such authorization, this will not imply any contractual relationship between APD and that subcontractor, being the Consultant the only responsible for the correct execution of the works by its subcontractor as well as the claims that may be originated by any act or omission of the latter.

#### **ELEVENTH - Assignment**

The Consultant may not assign the rights and obligations resulting from this agreement without the prior written consent of APD.

APD may assign this agreement, its rights or obligations under this or any part of it to any of its present or future subsidiaries without the consent of the Consultant. APD guarantees all the obligations of its subsidiaries under this agreement.





## **TWELFTH - Prevalence of the Agreement**

This Agreement supersedes all previous negotiations, covenants and/or contracting documents that the Parties might have subscribed on the same object before the signature of this Agreement.

## **THIRTEENTH - Applicable Legislation and Jurisdiction**

This Agreement has a commercial nature and shall be governed as to its interpretation, validity and compliance, by the Dubai. UAE applicable legislation.

Both parties expressly and formally submit to the jurisdiction of the Courts of Dubai, expressly waiving any other jurisdiction that may correspond.



# ANNEXURE 1 - SERVICES and FEES

## 1. Services

The Services to be performed by the Consultant under this Agreement shall be supplying skilled and qualified professionals providing Services for the design development for the Expo Live Pavilion, at Expo 2020 project.

ASA Coordinator / Design Manager assigned to the task will participate in coordination meetings and workshops, as necessary. Architects team assigned to work full time on the task as required, for the full project duration phase.

Services offered to be rendered under this Agreement shall include **but not limited to** the following:

- Further development of the Design Package, from Schematic Stage to Detailed Design Stage
  - Provide technical recommendations to the Design Team, as necessary
  - Prepare and submit the coordinated Detailed Design Stage drawings for the Fit-Out package
  - Participate in workshops and coordination meetings with APD Design Team
  - All deliverables comprise of Technical Drawings which includes all the required revisions as instructed, to be provided in soft copy in Autocad and PDF format
- a) The Consultant agrees to make available to APD required professionals who are pre-screened, healthy, experienced, skilled and appropriately qualified for their role at site.
- b) The Consultant shall present for APD approval only such professionals meeting the above requirements and the representative of APD shall have final authority on the selection, acceptance for the duration agreed from time to time.
- c) The Consultant is responsible to supply the required professionals to start and end the services as per the times indicated by APD itself.
- d) The Consultant shall be responsible for all costs associated with the employment and housing of its employees as required by law or otherwise including but not limited to the cost of securing visas and processing fees, transportation, accommodation, food, end of services benefits, sick leave and holiday paid leave.
- e) The Consultant shall obtain and keep valid for the duration of this Agreement all necessary insurances as required by law or otherwise including but not limited to Professional Indemnity (if so required), Workmen's Compensation Insurance, Vehicle Insurance and will present copies to the satisfaction of APD.
- f) Safety Induction for the Consultant's staff shall be done by APD. Basic PPE i.e. safety shoes, safety helmet, safety vest will be provided by APD if the staff shall enter areas requiring them to wear such protection and shall return it to APD afterwards. The Consultant shall remain responsible for supervision and health and safety of itself and its employees.



- g) The Consultant's staff will execute the duties as per information and instruction of APD's representative only.
- h) The Consultant indemnifies and hold harmless the APD from all losses and claims in respect of loss or damage to any property or death of or injury to any person, which arises out of or in connection with the execution and completion of the Services.
- i) The Consultant shall ensure that all licenses, staff and labour visas, qualifications, permits, approvals or any other requirement of its trade or profession necessary for the proper carrying out of the Services as required by law or otherwise are at all times valid and in full force and effect for the duration of Subcontract.

## 2. Fees and Remuneration

For the provision of the Services object of this agreement, APD will pay to the Consultant the amount of **AED 111,000 ONLY (AED: One Hundred Eleven Thousand ONLY)** excluding VAT, provided that the Consultant perform the services for the duration of the Agreement as per the price breakdown below

	Description	Unit	Amount (AED)
1.	Provision of Services for Design Development – Detailed Design	LS	111,000.00
	<b>Total</b>		<b>111,000.00</b>

Payment shall be made to the Consultant by electronic bank transfer into the bank account designated by Consultant.

As a precondition to payment, each payment claim must: -

- a) Give details of the services provided in the period together with signed off verification of APD of the days worked by the Consultant's employees;
- b) State the amount claimed for the period and amounts previously paid;
- c) Provide copies of all valid insurances, licenses, visas and labour cards upon request;
- d) Provide copies of valid commercial registration, VAT Registration upon request
- e) Any other pertinent documents necessary



## ANNEXURE 2 – APPENDICES

### Appendices – Client's Requirement

Appendix 1 - Worker Welfare Requirement -Schedule 3 of Prime Contract

Appendix 2 - Health & Safety Requirements - Schedule 4B of Prime Contract



## **ANNEXURE 3 – TECHNICAL DOCUMENTS**

The following document have been provided to the Subcontractor form part of the Agreement.

Community of Innovators: <https://we.tl/t-zCFyKQIQgb>

1. COI Drawing list
2. 200604 Latest Schematic submission.

3rd Act & transition Area: <https://we.tl/t-RGfzVkABZK>

1. 200330 old detail design submission
2. 200618 Latest Schematic design submission.
3. Elevations and plans cads & pdfs.

Majlis: <https://we.tl/t-TrBUSzE7O4>

1. 200729 Latest Schematic design submission.
2. Majlis cads & 3ds

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EL-ASA-COI\_Submission information



Ruiz De Azua, Jorge  
To: [antonella.saliaj@asarchitects.net](mailto:antonella.saliaj@asarchitects.net)  
Cc: [Aguirre Segales, Adriana](#); [Jakobson, Natalia](#)

[Reply](#) [Reply All](#) [Forward](#)

Fri 6/26/2020 4

Good day Antonella,

As discussed yesterday in our meeting please find the link below all the information needed to develop all drawings:

<https://we.tl/t-wsMPwGH6eX>

Documents attached:

- 1- Expo Live ctb. There might be some changes to do to them depending on the type of plan potted. We can go over when required.
- 2- DD previous submission of March. PDF & CAD.
- 3- GF Title block plus the images on them.
- 4- COI codes matrix. Well be used to develop all the excel codes needed for the general plans.

Check everything and let us know during the next weeks meet if anything is missing or requires further explanation.

Thanks,

Kind regards



## ANNEXURE 4 – OTHER DOCUMENTS

1. ASA Interior Decorations LLC Quotation ref. 200618\_ESP\_ACC-ASA-02\_01 dated 23 June 2020
2. ASA Interior Decorations LLC Quotation ref. 200709\_ESP\_ACC-ASA-02\_ADD01\_REV dated 9 July 2020
3. ASA Interior Decorations LLC Quotation ref. 200720\_ESP\_ACC-ASA-03\_00 dated 20 July 2020

