



**ALGHANIM INTERNATIONAL**  
DAREEN MARINA PROJECT, JUBAIL, KSA  
**ROYAL COMMISSION PRESENTATION**

Owner Ms. Altaf Alghanim  
Project Dareen Marina Project Royal Commission Presentation  
  
Owner Contact E [afg@falghanim.com](mailto:afg@falghanim.com)  
T +965 1 804 044

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Version 00

# ALGHANIM INTERNATIONAL

## Contents

This constitutes a Consultancy Agreement, hereinafter referred to as the “**Agreement**”, is entered into on **9th of January, 2022** between **Alghanim International Company** represented by **Ms. Altaf Alghanim** hereinafter referred to as “**Owner**”, and **PAD Consulting Engineers** represented by **Mr. Naji Moujaes** hereinafter referred to as “**Consultant**”, made in connection with the **Dareen Marina Project Royal Commission Presentation Preparation** herein after referred to as “**Project**”, as per the terms and conditions of this Agreement.

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### Consultant Strategy 2022

This document and the material contained in it is the property of the Consultant and is given to you on the understanding that such material and the ideas, concepts and proposal expressed herein are the intellectual property of the Consultant and protected by copyright. It is understood that you may not use this material or any part of it for any reason other than the evaluation of the document unless we have entered into a further agreement for its use. The document is provided to you in confidence, on the understanding it is not disclosed other than those of your employees who need to evaluate it.

# DAREEN MARINA PROJECT, JUBAIL, KSA

## ROYAL COMMISSION PRESENTATION

### Scope of Work

# ALGHANIM INTERNATIONAL

## Royal Commission Presentation

### Scope of Work

#### Presentation for Royal Commission Outline:

- **Compilation of PowerPoint presentation, including the following:**
  - Description on site program with mood images:
    - ✘ **Family-friendly** destination
    - ✘ **Environmentally friendly** with material used (bio-degradable)
    - ✘ **Health and wellness** (padel court, tennis, mini-football, bicycle trail and racks, kids play area)
    - ✘ **Periodical cultural events** (food festivals, national day)
  - **Design Proposal:**
    - ✘ Overall masterplan with zoning, including additional programs/ requirements from the RC
    - ✘ Marina F&B front with shading/ seating studies (restaurants) (along 11, 10, and 7)
    - ✘ Pass-throughs connecting to the marina front (Events areas) with shades, public areas and greenery (between 7,10 and 10,11), including public paths and adjacent plots interaction
    - ✘ Additional programs:
      - . Playgrounds (plots 5 & 6)
      - . Parking (plot 9)

#### The above presentation will include:

- Sequence of presentation, based on above outline
- Renders, sketches, and mood images.

**Time Required:** 3 work days + 1 day for 1 review

**Note:** Additional sketches/renderers/stock imagery may be billed separately with pre-approval.

# DAREEN MARINA PROJECT, JUBAIL, KSA

## ROYAL COMMISSION PRESENTATION

### Costs & Payment Terms

# ALGHANIM INTERNATIONAL

## Royal Commission Presentation

### Costs & Payment Terms

#### Costs Breakdown

Cost	
Item	Cost (KWD)
Royal Commission PowerPoint Presentation	KWD 1,600
<hr/>	
<b>Total</b>	<b>KWD 1,600</b>

#### Payments Schedule

Phase	%
Advance Payment	50%
Upon Submission	50%
<hr/>	

#### Project Duration

The Project, as described in the above document, under 'Scope of Work' & 'Phases', is not to exceed an overall duration of **3 working days + 1 day for Owner review**.

#### Agreement

_____	_____
Owner	Consultant
 _____	 _____
Date	Date

#### Terms & Conditions

- This quotation is valid for 15 calendar days from the date of receipt.
- Any changes in the above scope after signing of agreement may incur additional fees.
- For additional services or amendments upon Owner's request, Consultant will bill at an hourly rate. Consultant will submit a quotation in this regard for Owner's preapproval. Consultant will bill monthly.
- Payment to be settled by Owner after two calendar weeks from receipt of invoice.
- Upon Owner approval, he/she is asked to provide contact registration information for administration and accounting purposes.
- Hourly billing for any additional hourly services are billed with upcoming invoice or end of calendar month, whatever is earlier.
- Owner to notify Consultant of intent to terminate the Project in writing with a minimum notice period of 3 months. Reciprocally, Consultant may terminate with Owner in writing with a minimum notice period of 3 months.
- Any dispute arising out of this Agreement shall be settled by the Kuwait Courts.

# ALGHANIM INTERNATIONAL

## Royal Commission Presentation

### Considerations & Exclusions

#### Exclusions and Additional Services

##### Photography

The supply of photographic services, film footage and processing that is not stipulated as a part of this proposal.

##### Film Separations And Scanning

The process of film making from supplied artwork and the scanning of imagery into digital format that is not stipulated as a part of this proposal.

##### Printing

The printing of approved designs that is not stipulated as a part of this proposal.

##### Translation Services

The translation of content from English to other languages.

##### Fabrication / Manufacture / Implementation

The manufacture of any items including signage, Uniforms, and other collateral that is otherwise not stipulated as a part of this proposal.

##### Image, Music And Film Footage Library Fees

The license fees associated with library (stock) imagery, music and film footage that is otherwise not stipulated as a part of this proposal.

##### Consultants

Due to the time constraints Consultant have excluded the external cost of PR and events consultant fees.

##### Studio Editing And Booking

The payment and cost of booking studio time and editing time for the development of DVD. This includes the cost towards editing film, voice, music and the editing of final master of DVD that is otherwise not stipulated as a part of this proposal.

##### Overseas Travel

Any travel and accommodation costs incurred outside Kuwait. Business Class travel will be required for directors of the Consultant and four star hotel accommodations in a reputable hotel.

##### Courier & Long Distance Calling Costs

All courier costs locally, regionally and globally that are associated with items within this proposal, sent to and from the Owner or Owners representative. And long distance calling requested by the Owner.

##### Workshop

Any third party expense as a result of off-site training workshops including meeting room facilities, food and beverage.

##### Website

Any third party costs associated with web hosting, domain registration or other web related costs not otherwise stipulated in this proposal.

##### Artwork

Allowance for 3 rounds of amends only. Additional requests will be charged at standard rates.

##### Illustrations/Calligraphy

Illustrations and calligraphy will be billed separately as additional services to be charged at standard rates.

##### Production/ Construction Surcharge

Consultant will surcharge 15% of the production/ construction fee, in case they are requested by the Owner to provide quotations and manage production and construction of design.

##### Hourly Billing

Hourly billing is 25KD/hr. Any additional hourly services are billed with upcoming invoice or end of calendar month, whatever is earlier.

#### Non-solicitation

Consultant and Owner expressly and irrevocably agrees that he/she/it shall not, at any time, within the period commencing on the Effective Date and ending [eighteen (18) months] following termination of his/her/its Agreement with the Consultant for any reason, directly or indirectly:

1. Solicit or encourage the employment or other services of any consultant or employee who, at that time shall be, or within the prior twelve (12) months shall have been, a consultant or an employee of the Consultant, or
2. Solicit or encourage any person to leave the employment or other service of the Consultant, or
3. Hire any person who has left the employment or terminated a service agreement with the Consultant or its affiliates within the one year period following the termination of that person's employment or services with the Consultant or its affiliates, or
4. In any way interfere with the relationship between PAD and any of its consultants or employees, or
5. Induce or attempt to induce any customer, supplier, licensee, or business relation of the Consultant to cease doing business with the Consultant or in any way interfere with a relationship between the Consultant and any customer, supplier, licensee or business relation of the Consultant.

#### Payment Delay Penalties

##### Owner's Feedback Delay

1. Owner review is not expected to exceed 1 week.
2. The Consultant has the right to stop the work if payments are delayed for more than 30 calendar days

##### Duration and Scheduling

1. Duration of the Project is indicated beside every Phase.
2. Upon Contract signing, Consultant will submit schedule within 2 calendar weeks and will update after every Client Review submission (within 2 calendar weeks), or at any instant with an impact on schedule. It is the Consultant's obligation to update Owner on expected submission dates or any change in them, based on duration, current work load, and expected start date (in case of re-mobilization).
3. Project duration and schedules are only indicative and may be subject to changes by the Consultant, due to the following:
  - 3.1 Force majeure
  - 3.2 Official holidays as per Kuwait's private sector announcements
  - 3.3 Office summer (2 weeks in August) and Winter (2 weeks in Dec) vacation closures; exact dates TBD.
  - 3.4 In case of such change, Consultant will update the schedule and share with the Owner accordingly, with no further obligation on its part.

#### Creative Rights

1. **Creative Rights:** All ideas, designs, concepts, original compositions, finished artworks and material prepared or acquired by the Consultant shall be the exclusive property of the Consultant and will be given to the Owner after termination of Agreement and settling all payments to Consultant, and subject to the terms of any license or permission pursuant to which the Consultant may have obtained the use of such material and to such material being in the public domain. The Owner shall be entitled to the product as representative of his Project upon settlement of the fees and a written waiver by the Consultant.
2. **Publishing Rights:** Consultant owns the works created under this Agreement. Therefore, Consultant has the full right to publish, claim credit, and share wherever it deems fit for his own use. The Owner can request for some data to be undisclosed, that are marginal to the design outcome works, such as budget and Owner's name. Such request has to be done in writing.
3. **Presentations Location:** All presentation meetings shall be held at Consultant conference room. Meeting to be held at Owner's premises (Shuwaikh office, Kuwait) should be arranged between both parties.
4. **Sharing of source files:** Consultant will share drawings/design files with the Owner or other parties in DWG/DWF/PDF formats, only upon full balance payment.
5. **Access for Photography of completed Project:** Owner is obliged to cooperate with the Consultant and his/her selected photographer, by granting access at a time mutually agreed upon and prior to any alterations carried by Owner, outside the Project scope.

## ALGHANIM INTERNATIONAL

### Royal Commission Presentation

Contact Us

# Thank you

#### **PAD 10 Kuwait**

Kuwait City

Sharq

28 Jaber Al-Mubarak Street

Khaleejia Tower, 9th Floor

**T** +965 222 85 900

**F** +965 222 85 901

#### **PAD 7 Lebanon**

Beirut

Mar Mikhayel

Nicolas Turk Street

Il Risveglio Bldg, 7th Floor

**T** +961 1 446 772

**www.pad10.com**

#### **PAD x France**

Paris

36 Rue Godot de Mauroy

75009 Paris

**T** +33 7 76 03 29 20

**F** +33 1 53 01 66 61

**www.pad10.com**