Terms of reference

Kind of services: Legal services

Place: Dubai, United Arab Emirates

2020

SECTION 1. NAME OF SERVICES

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| Legal services in Dubai, United Arab Emirates for Rosatom Middle East and North Africa FZ LLC for 24 months. |

SECTION 2. SERVICES DESCRIPTION

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| Subsection 2.1 List of services |
| 1. Written and verbal legal advice on matters of Commercial, Corporate, Tax, Employment and Administrative law; 2. Drafting of agreements for Customer’s business activity; 3. Legal expertise of agreement drafts provided by the counteragents of the Customer; 4. Drafting and legal expertise of drafts of powers of attorney, corporate documents, organizational/management documents, company regulations provided by the Customer; 5. Drafting of human resources documentation forms; 6. Drafting of documents in respect to amendments to the Customer’s constituent (founding) documents and to the state register of legal entities; 7. Representing of the Customer’s interests in relations with state and municipal authorities, notaries and registrars of legal entities. |
| Subsection 2.2 Detailed description of services |
| 1. Preparation of written references (answers to questions) on legal regulation of matters arising in the Customer’s business activity in the field of Commercial, Corporate, Tax, Employment and Administrative law applicable to the Customer and also providing of verbal explanations to the prepared written legal advice, providing of verbal legal advice on the matters mentioned above if it does not require preliminary precise analysis of legal sources; 2. Drafting of agreements for the Customer’s business activity including but not limited to sale and purchase agreements, service agreements, tenancy agreements, loan agreements, license agreements and agency agreements; 3. Legal expertise of agreement drafts mentioned in Article 2 hereof and provided by the Customer’s counteragents for the purpose of compliance to current legislation and the Customer’s interests with elaboration of written comments and recommendations on the text improvement; 4. Drafting and legal expertise of drafts of powers of attorney, corporate documents, organizational/management documents, company regulations provided by the Customer concerning corporate management of the Customer by its shareholder(s), operational management and issuance of the company regulations. In this Article the term “company regulations” means the rules recommended or prescribed by the shareholder to be issued and approved by the Customer which apply only within the Customer and regulates the way the company works; 5. Drafting of the forms of orders, contracts of employment, applications and other documents on the matters regarding employment relations (hiring, dismissal, changes in employment relations) with the Customer’s employees/potential employees; 6. Drafting of the documents including filling in of the prescribed forms necessary for making amendments to the constituent documents of the company (Customer) and to data contained in the state register of legal entities. 7. Representing of the Customer’s interests in relations with state and municipal authorities, notaries and registrars of legal entities on the issues related to accomplishment of legal entities activity control and auditing by these authorities and their officials as well as on the issues connected with obtaining of various state services including but not limited to when registering/deregistering with any instances, filing mandatory accounts/reports (excluding financial and tax accounts/reports), filing and obtaining from registration of agreements/contracts, documents on making amendments named in p. 6 hereinabove, filing of applications, inquiries, obtaining of references, answers to applications, inquiries. |

SECTION 3. REQUIREMENTS

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| Subsection 3.1 General requirements |
| 1. Prompt responses to the Customer’s correspondence. 2. Provided services shall be based on and comply with current legislation of the United Arab Emirates. 3. The service and service results are to be provided in written form, unless otherwise requested by the Customer, and to include references to legal sources. 4. The language of communications is to be English or Russian. 5. The Contractor shall appoint its employee to communicate with the Customer under the service contract.   Within one business day from the receipt of the Customer’s request the Contractor shall start performance and inform the Customer when the response will be given. |
| Subsection 3.2 Confidentiality |
| The results of the services, the fact of applying for the services, information and data transferred (disclosed) to the Contractor within the framework of the service agreement are the confidential information. The Contractor shall guarantee non-disclosure of the confidential information to any third parties except for the cases when the release is allowed by the Customer’s prior written consent or when it is necessary in connection with a statutory provision. The Contractor shall sign a non-disclosure agreement with the Customer and each Contractor’s employee who is engaged in the services provision and reasonably needs to know the confidential information. |

SECTION 4. SERVICES ACCEPTANCE AND PAYMENT

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| Subsection 4.1 Services acceptance requirements |
| The reporting period is one calendar month.  The Contractor shall send the Report, with a detailed list of provided services, time spent, employees engaged, hourly rates and a total fee, and invoice not later than fifth (5) business day of a month following after the reporting period. The Customer shall accept the results of services by making a payment or send a motivated complaint within five (5) business days after receipt of the Report. In this case the Parties strive to resolve a dispute by means of negotiations. Unless the Parties come to a settlement, the dispute shall be subject to the jurisdiction of the respective courts of the United Arab Emirates. The service agreement shall be governed by the laws of the United Arab Emirates.  The Reports and invoices may be sent to the Customer in electronic form. |
| Subsection 4.2 Payment |
| The Contractor shall send an invoice for the reporting period together with the Report.  The Customer shall pay for the services within 10 (ten) working days after the invoice delivery if there are no complains concerning quality of the services. |
| Subsection 4.3 Special requirements |
| The absence of a conflict of interests, namely: the absence of a situation in which a procurement participant or an organization belonging to the same group of persons with a procurement participant or providing services under the means of individualization (trademark, service mark, part of a company name) under the same procurement participant provides:  procedural opponents of the Corporation and / or its organizations in the framework of arbitration and/or legal proceedings in the territory of any state or  procedural opponents of the Russian Federation, including in the person of the federal executive bodies, in the framework of arbitration or judicial proceedings, with the exception of disputes arising from administrative and other public legal relations.  The confirmation of the participant’s compliance with the requirement of this clause is a declarative certification of the participant in the application for participation in the procurement on the absence of a Conflict of Interest. |