



*Sultanate of Oman*  
*The Omani Authority for Partnership for Development*

## **PARTNERSHIP FOR DEVELOPMENT (PFD) AGREEMENT**

**BETWEEN**

**The Omani Authority for Partnership for Development  
(OAPFD)**

**AND**

**[NAME OF COMPANY]**

**THE APPENDICES / EXHIBITS TO THIS AGREEMENT COMPRISE:**

Schedule of Supply Contracts	Appendix A
Draft form of PFD Supplemental Agreement	Appendix B
Draft Schedule of Guarantees	Appendix C
PFD Programme Regulations	Exhibit 1
Draft Form of Corporate Guarantee	Exhibit 2

THIS AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_ 2016

**BETWEEN**

1. **THE OMANI AUTHORITY FOR PARTNERSHIP FOR DEVELOPMENT (OAPFD)**, PO Box 223, Muscat, Postal Code: 130, Sultanate of Oman (hereinafter referred to as the “**the Authority**”); and
2. **[Company Name]**, a company incorporated under the laws of **[insert]** and having its registered office at **[insert]** (hereinafter referred to as the “**Contractor**”).

**Preamble**

**WHEREAS**, the Contractor has been or may in the future be awarded certain contracts related to the supply of equipment and/or services by the Government of Oman and/or the Contractor has been or may in the future be awarded certain contracts related to the supply of equipment and/or services; and

**WHEREAS**, such awarded contracts applicable to this Agreement are referred to as the “**Supply Contracts**” in Appendix A and in all related Supplemental Agreements to this Agreement and the term “Supply Agreement” as used therein means contracts to be awarded to the Contractor in the future at or above the threshold amounts established in paragraph 10 of this Agreement; and

**WHEREAS**, pursuant to this Agreement hereafter referred to, the Contractor will incur a Partnerships for Development Obligation (hereinafter referred to as a “**PFD Obligation**”) to the Sultanate of Oman as a result of each of the Supply Contracts, which would be discharged by the Contractor undertaking or facilitating Partnership for Development Projects within Oman (hereinafter referred to as “**PFD Projects**”); and

**WHEREAS**, the Authority is responsible for prescribing PFD Obligations and facilitating the identification, approval and implementation of PFD Projects; and

**WHEREAS**, the Authority and the Contractor (hereinafter together referred to as the “**Parties**”) desire to establish the framework for the development, implementation, monitoring and completion of PFD Projects in discharge of the Contractor’s PFD Obligations.

**NOW THEREFORE** the Parties hereby agree as follows:

1. This Agreement shall become effective upon the date of last signature hereof.
2. The Contractor agrees and undertakes to provide written notification to the PFD Authority of its intention to enter into a Supply Contract, and to provide written confirmation to the PFD Authority upon signature of any Supply Contract and such confirmation shall include a description of the products or services to be supplied or provided under the Supply Contract, contract number, date and contract price or value for Supply Contracts at or exceeding the values contained in 10(g) of this agreement.
3. The Contractor and the Authority shall, upon confirmation that a Supply Contract has been executed, enter into a Supplemental Agreement to this Agreement in

## **Partnership for Development (PFD) Agreement (Defence & Security)**

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the form set out in Appendix B and update the Supply Contracts listed in Appendix A.

4. The Contractor agrees to implement PFD Projects, according to the eligibility criteria, amounts and procedures set out under this Agreement. PFD Projects will in each case be subject to, and will comply with, all pertinent legal and regulatory requirements of both the Sultanate of Oman and [**Contractor's Country of Domicile**], including but not limited to its export rules and regulations.
5. The Contractor agrees and undertakes to fulfil and discharge the PFD Obligation(s) arising in respect of each Supply Contract in full on, or prior to, the date of the final Milestone as established in the Supplemental Agreement applicable to such Supply Contract.
6. The commencement date for the Contractor's PFD Obligations for a particular Supply Contract shall be the date of entering into of the associated Supplemental Agreement, and as recorded in Appendix B and subject to the Milestone Performance Schedule contained in 10(g) of this Agreement.
7. The Contractor shall enter into a Supplemental Agreement within 30 days following the entering into of Supply Contract(s) for the purpose of identifying such Supply Contract(s), the related PFD Obligation(s) and the applicable Milestone Performance Schedule (as specified therein).
8. Where applicable, the Contractor shall enter into Supplemental Agreement on the date of entering into this Agreement in relation to Supply Contract(s) which have been entered into by the Contractor prior to the date of this Agreement and as recorded in Appendix A.
9. The PFD Obligations as set forth in Appendix A and each Supplemental Agreement shall be denominated in the currencies of the associated Supply Contracts.
10. Unless otherwise agreed by the Contractor and the Authority, upon the signature of this Agreement (and each applicable Supplemental Agreement) the Contractor after signing Supply Contracts agrees to enter a Supplemental Agreement with 30 days. Additionally, the Contractor hereby accepts and undertakes to timely discharge PFD Obligations in accordance subject to the following conditions:
  - a. A PFD Obligation equivalent to 50 percent of each relevant Supply Contract value, which PFD Obligation shall be recorded in Appendix A and each applicable Supplemental Agreement.
  - b. Payment of an Administration Fee payable directly to the Authority via the account information below, equivalent to 0.125% (nought point one two five percent) of the applicable Supply Agreement(s) within sixty (60) days following the signing of the Supply Agreement.

**Account Information for the Authority**

Bank Name and Branch Address: \_\_\_\_\_ **Muscat, Oman**

Account Name: **Omani Authority for Partnership for Development**

Account Number: **xxxxxxxxxxxxx**

SWIFT Address: **xxxxxxxxx**

Reference: **[Company Name] Administration Fee**

- c. Within thirty (30) days following signature of the applicable Supplemental Agreement, provide a Corporate Guarantee in a maximum cumulative amount of ten (10) percent of the PFD Obligations which shall guarantee Contractor's payment obligations that become due under paragraph 10(j) and shall be substantially in the form set out in Exhibit 2 (hereinafter referred to as the "Corporate Guarantee").
  - i. The Corporate Guarantee shall remain in place until such time as PFD Credits equal to or greater than the PFD Obligations in respect of the applicable Supply Contract are achieved.
- d. A Period of Performance for discharge of PFD Obligations as stated in a Supplemental Agreement.
- e. PFD Projects are to be developed through a process of approvals by the PFD Authority to include submission by the Contractor of Concept Paper(s), Business Plan(s) and Project Agreement(s). The Contractor shall be responsible for carrying out an initial study into the feasibility of a PFD Project. The PFD Authority shall assist the Contractor in jointly developing the feasibility study where practicable.
  - i. If there is a conflict among this Agreement and an approved PFD Project, the terms of the approved PFD Project shall prevail. However, should an approved PFD Project prove to be under- or non-performing, the Contractor may replace said project(s) with another PFD Authority approved Project.
- f. Unless otherwise agreed to by the parties, at least every 6 months following the commencement date of the applicable PFD Obligations the Authority and the Contractor will meet at mutually agreed locations to review performance of PFD Project(s) as approved by the Authority and the discharge of the associated PFD Obligation(s) pursuant thereto.
- g. The Milestone Performance Schedule requiring achievement of PFD Credits in respect of each Supply Contract's PFD Obligation is as follows:
  - i. Milestone 1: the Contractor must have executed at least one Project Agreement representing at least twenty percent (20%) of the Obligation and commenced implementation of the approved project(s), as defined in the Project Agreement, by the end of Year 2;
  - ii. Milestone 2: no less than sixty percent (60%) of the Obligation to be achieved by the end of Year 5.
  - iii. Milestone 3: no less than one hundred percent (100%) of the Obligation to be achieved by the end of Year 8.

- h. PFD Credits can be achieved as Input Credits and Achievement (Output) Credits and will be agreed to in the Supplemental and or the establishment of the Project Agreement.
- i. PFD Credits awarded to the Contractor shall be recorded in a Schedule of Achievement of PFD Credits and their award shall be unconditional and irrevocable. The value of PFD Credits awarded shall pro tanto discharge the PFD Obligations of the Contractor.
- j. Failure to meet the Performance Milestones shall result in the following:
  - i. Failure to meet Milestone 1 as set forth in the applicable Supplemental Agreement: a Bank Guarantee in a maximum cumulative amount of ten (10) percent of the outstanding PFD Obligations in respect of the applicable Supply Contract shall be required within sixty (60) days following the scheduled date of completion for Milestone 1, which shall replace the Corporate Guarantee and shall remain in place until such time as PFD Credits equal to or greater than the PFD Obligations in respect of the applicable Supplemental Agreement are achieved. The subsequent award of PFD Credits shall proportionally reduce the maximum liability under the Bank Guarantee, and such reduction shall be duly recorded in Appendix C. The Authority shall return the original Corporate Guarantee to the Contractor within thirty (30) days following receipt of the Bank Guarantee.
  - ii. Failure to meet Milestone 2: the Contractor shall be liable to make a payment to the Authority of a sum equal to ten (10) percent of the shortfall in PFD Credits required to achieve Milestone 2. The payment will result in a deemed award of PFD Credits to the Contractor equal to such shortfall.
  - iii. Failure to meet Milestone 3: the Contractor shall be liable to make a payment to the Authority of a further sum equal to ten (10) percent of the shortfall in PFD Credits required to achieve Milestone 3. The payment will result in a deemed award of PFD Credits to the Contractor equal to such shortfall.
  - iv. If the Contractor notifies the Authority of the need to replace a Project at least sixty (60) days prior to the close of the Milestone, the application of 10(j) shall be suspended with respect to the portion of the PFD credit scheduled to achieve the applicable Milestone.
- k. Payments made by the Contractor (and/or by its Corporate or Bank Guarantor) upon failure to meet such Performance Milestones shall be the sole and exclusive remedy available to the Authority against the Contractor in respect of such non-performance and such payments shall constitute contractual liquidated damages for the Contractor's non-performance of the applicable PFD Obligations and shall be deemed to include and cover all and any special, consequential, incidental, indirect, or multiple loss or damage arising from such non-performance.
- l. Pursuant to the terms of this Agreement and the Corporate and Bank Guarantee(s), the maximum liability under the Guarantee(s) shall be reduced proportionally by the Contractor's subsequent award of PFD Credits, and duly recorded in Appendix C. The Guarantee(s) shall provide for such proportionate reduction. Upon full liquidation of any applicable Guarantee(s),

- the original document shall be returned to Issuer for cancellation within 30 days of such event.
- m. Banking of PFD Credits awarded in excess of the applicable PFD Obligations will be considered on a case-by-case basis and at the sole discretion of the Authority.
- n. The Contractor may also transfer PFD Credits awarded in excess of the applicable PFD Obligations of the Contractor to other legally affiliated companies of the Contractor at the sole discretion of and by agreement with the Authority.
11. This Agreement and all matters relating to the fulfilment of the Contractor's PFD Obligations shall be interpreted in accordance with and governed by the Laws of **[as stated in the Supply Contract]**.
12. In the event of the occurrence of an event of *Force Majeure*, defined as an event that is outside the control of the Parties and which cannot be prevented by the Parties despite reasonable efforts including, but not limited to, war (declared on or undeclared), war-like conditions, acts of terrorism, acts of governments, work stoppage, natural disasters or other acts beyond the reasonable control of either Party to the Agreement, the Authority and the Contractor's representative will meet to assess progress to the date of the *Force Majeure* event and to determine a mutually agreeable manner and modification of the Milestone Performance Schedule for the fulfilment of the Contractor's remaining PFD Obligations.
13. This Agreement may only be amended, supplemented, modified or terminated by a written agreement between the Authority and the Contractor.
14. Should the value of the Contractor's Supply Contracts be reduced or increased, through amendments to the Contracts or partial or full termination of the Contracts, the total PFD Obligation shall be correspondingly reduced or increased, as necessary, such that the total initial PFD Obligations related to the applicable Supply Contract shall always equal 50% (fifty percent) of the value of the applicable Supply Contract. In such case, the Parties will enter into a modification of the applicable Supplemental Agreement in which the new amount of the total PFD Obligations are set forth and the Projects will be adjusted accordingly. Similarly, the value of the Corporate Guarantee or Bank Guarantee shall be amended accordingly.
15. This Agreement and its Appendices and Exhibits or other documents related to the subject matter hereof shall be treated by both Parties as strictly confidential and may not be disclosed in whole or in part to any third party except as may be required by law, or to professional or other advisors for the purpose of the implementation of its terms or as otherwise approved by the other Party.
16. Should either of the Parties be subject to merger or any other form of reorganization, it is agreed that the successor in law to such Party shall also be bound by the terms of this Agreement as if such Party was an original Party hereto.
17. The Authority shall have the right to request that all financial and technical documents submitted by the Contractor and pertaining to a PFD Project(s) be reviewed by an international auditing firm appointed by the Contractor, and approved by the PFD Committee for the purpose of due verification. Prior to the commencement of an audit, the parties will mutually determine the scope of the audit.

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18. All disputes arising in connection with this Agreement shall be finally settled by arbitration. The arbitration shall be held under the rules of the London Court of International Arbitration sitting in Muscat, Oman and conducted in the English language. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order for enforcement (as the case may be).
19. For the purposes of this Agreement, the Parties have designated the following individuals as points of contact for their respective organizations for the exchange of information:

**For the Authority:**

Omani Authority for Partnership for Development (OAPFD)  
PO Box 223, Muscat, Postal Code 130,  
Sultanate of Oman  
Attn: Dr. Dhafir A Al-Shanfari  
Telephone: +968 2230 2000  
Facsimile: +968 2230 2001  
Email: ceo@oapfd.om

**For Contractor:**

**[Insert details]**

**SIGNATURES**

.....  
For and on behalf of

**THE OMANI AUTHORITY FOR PARTNERSHIP FOR DEVELOPMENT (OAPFD)**

.....  
For and on behalf of

**[Company Name]**



**Appendix A**

**Obligated Supply Contracts (as updated from time to time)**

No.	Contract Number	Date of Award	Description	Contract Value in contract currency	PFD Obligation Value in contract currency (at 50% of Contract Value)	Administration Fee in contract currency (at 0.125% of Contract Value)
1	Insert Ref. No.	Insert Date	Insert brief product or Service description	USD / EURO / OMR	Insert	Insert
2						
3						
etc.						

Each PFD Obligation is detailed in the relevant Supplemental Agreement.

**Appendix B**

**Form of Supplemental Agreement for PFD Obligations (current and future Supply Contracts)**

This Supplemental Agreement numbered [*enter identification number*] is entered into pursuant to the PFD Agreement (“Agreement”) dated [ ] [20[ ] and made between

(1) The Omani Authority for Partnership for Development (“the Authority”)

and

(2) [Foreign Contractor] (“Contractor”).

This Supplemental Agreement sets out the following details of the Supply Contract and the PFD Obligations and Milestone Performance Schedule applicable to such Supply Contract.

The Authority and the Contractor hereby acknowledge the terms of this Supplemental Agreement and that the Supply Contract hereafter referred to shall be subject to and governed by the Agreement and the terms of the Supplemental Agreement.

The applicable details are as follows:

No.	Contract Number	Date of Award	Description	Contract Value in currency	PFD Obligation Value in contract currency (at 50% of Contract Value)	Administration Fee in contract currency (at 0.125% of Contract Value)
1	Insert Ref. No.	Insert Date	Insert brief product or Service description	USD / EURO / OMR	Insert	Insert

1. PFD Obligation Amount: [USD/EURO/OMR value] in contract currency (at 50% of Contract Value).
2. Corporate Guarantee: [USD/EURO/OMR value] in contract currency (at 10% of PFD Obligation Amount).

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3. Milestone Performance Schedule:

- a. Milestone 1: the Contractor must have executed at least one Project Agreement representing at least twenty percent (20%) of the Obligation and commenced implementation of the approved project(s), as defined in the Project Agreement, by the end of Year 2.
- b. Milestone 2: [USD/EURO/OMR value] in PFD Credits (60% of the total obligation amount) to be achieved by the end of Year 5 following the date of the Supply Contract.
- c. Milestone 3: [USD/EURO/OMR value] in PFD Credits (100% of the total obligation) to be achieved by the end of Year 8 following the date of the Supply Contract.

**SIGNATURES**

.....  
For and on behalf of

**THE OMANI AUTHORITY FOR PARTNERSHIP FOR DEVELOPMENT (OAPFD)**

.....  
For and on behalf of

**[Company Name]**

**Appendix C**

**Schedule of Guarantees**

Applicable Supply Contract / Supplemental Agreement:  
Date of Corporate Guarantee: [DATE]  
Maximum principal liability under Corporate Guarantee: *[amount in contract currency]*  
*[Specify subsequent proportionate reductions]*

Applicable Supply Contract / Supplemental Agreement:  
Date of Bank Guarantee (if applicable): [DATE]  
Maximum principal liability under Bank Guarantee: *[amount in contract currency]*  
*[Specify subsequent proportionate reductions]*

SAMPLE

**EXHIBIT 1**

**THE OMANI AUTHORITY FOR PARTNERSHIP FOR DEVELOPMENT  
PROGRAMME REGULATIONS**

SAMPLE

**EXHIBIT 2**

**DRAFT FORM OF CORPORATE GUARANTEE**

SAMPLE

# Corporate Guarantee

[INSERT NAME OF PARENT OR OTHER GROUP  
GUARANTOR OF CONTRACTOR]

as Guarantor

[INSERT NAME OF CONTRACTOR]

as Contractor

and

THE OMANI AUTHORITY FOR PARTNERSHIP FOR  
DEVELOPMENT

as Authority

relating to

the guarantee of the Contractor's payment obligations  
under the Partnership for Development Agreement dated  
[*insert date*] as amended and supplemented by the  
Supplemental Agreement dated [*insert date*]

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**[NAME OF COMPANY] CORPORATE GUARANTEE NO. \_\_\_\_\_**

**THIS DEED** is dated

and made

**BETWEEN:**

- (1) **[INSERT NAME OF PARENT OR OTHER GROUP GUARANTOR OF CONTRACTOR]**, (hereinafter, the "Guarantor"), a company incorporated under the laws of [*insert relevant jurisdiction*] and having its registered office at [*insert registered address*];
- (2) **[INSERT NAME OF CONTRACTOR]**, (hereinafter, the "Contractor"), a company incorporated under the laws of [*insert relevant jurisdiction*] and having its registered office at [*insert registered address*]; and
- (3) **THE OMANI AUTHORITY FOR PARTNERSHIP FOR DEVELOPMENT** (hereinafter "the Authority"), of PO Box 550, Muscat, Postal Code 100, Sultanate of Oman

**BACKGROUND:**

- (A) The Authority and the Contractor have entered into a PFD Agreement relating to Partnership for Development [*insert date*] which has been amended and supplemented by a Supplemental Agreement between the Authority and the Contractor dated [*insert date*] (together, the “PFD Agreements”).
- (B) The Guarantor has agreed to enter into this Guarantee in favour of the Authority to [satisfy any and all claims, losses, damages and other liabilities in respect of any failure to perform the obligations accepted by the Contractor under the PFD Agreements] up to a maximum cumulative amount of [Amount equal to ten (10) percent of the PFD Obligations amount].

**NOW THIS DEED WITNESSETH** as follows:

**1. Definitions and Construction**

1.1 In this Guarantee:

“Guarantee” means the guarantee given by the Guarantor to the Authority pursuant to this Deed.

“PFD Agreements” has the meaning ascribed to it in recital (A).

1.2 A reference to any party includes its successors and permitted assigns.

1.3 References to clause(s) are to clauses of and to this Deed.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Deed.

**2. Guarantee and Indemnity**

2.1 In consideration of the Authority entering into the PFD Agreements with the Contractor, as the Contractor hereby acknowledges), the Guarantor hereby unconditionally and irrevocably guarantees to the Authority up to a maximum cumulative amount of [Amount equal to ten (10) percent of the PFD Obligations amount] for:

(A) the due and punctual performance and observance by the Contractor of all acts, covenants and obligations to be performed or observed by the Contractor under or pursuant to the PFD Agreements to the extent specified therein; and

(B) the due and punctual payment by the Contractor of all sums payable under or pursuant to the PFD Agreements (including without limitation any liquidated damages) to the Authority as and when the same fall due (with the intention that any amount not recoverable for any reason from the Guarantor under this Deed on the basis of a guarantee shall nevertheless be recoverable on the basis of an indemnity).

- 2.2 The Guarantor hereby undertakes to keep the Authority fully and effectually indemnified against all losses, damages, costs, claims and expenses whatsoever arising out of or in connection with any failure on the part of the Contractor to perform or observe all or any of the acts, covenants and obligations as aforesaid or to effect due and punctual payment of any sum as aforesaid. Notwithstanding anything else in this Guarantee to the contrary, this Guarantee shall not be construed to surpass upon the Guarantor any obligation greater than those imposed on the Contractor under the PFD Agreements and the Guarantor shall not be liable for any sums to the Authority to the extent already paid under a PFD Agreement.
- 2.3 The amount payable under this guarantee shall be reduced as PFD Credits are awarded to the Contractor. Reductions shall be calculated at 10 percent (10%) of the value of the Deemed Credits as identified in the Schedule of Achievement of PFD Credit, similar in form to Attachment A to this Guarantee.
- 2.4 The guarantee and indemnity contained in this Deed shall be a continuing guarantee and indemnity and shall remain in full force and effect for so long as the PFD Agreements shall remain in force and until all the Contractor's obligations under or pursuant to the PFD Agreements shall have been duly performed.
- 2.5 The Guarantor warrants that it is a company duly incorporated under the laws of [insert details] and has all power and authority to enter into and perform the obligations contained in this Deed to be performed by it and that this Deed constitutes a legal, valid and binding obligation of the Guarantor.
- 2.6 The Contractor undertakes to the Authority, without limitation of any other rights and remedies of the Authority against the Contractor, to perform and discharge the obligations on its part set out in the PFD Agreements.

**3. Demand under the Guarantee**

The obligations of the Guarantor under or pursuant to this Deed shall not be discharged except by performance or the procurement of performance by the Contractor or the Guarantor. Such obligations shall not be subject to any prior notice to, or demand upon, the Contractor with regard to any default on the part of the Contractor.

**4. Default by the Contractor**

If there occurs in respect of the Contractor an event of default (howsoever described) of the relevant provisions of the PFD Agreements or an event of insolvency, or where the principal obligations under the PFD Agreements are voidable, this Deed shall take effect as if the Guarantor was ab initio the principal obligor and not merely a surety.

**5. Payments under the Guarantee**

- 5.1 Each payment to be made to the Authority by the Contractor under this Guarantee shall be made in the appropriate currency in accordance with the

terms of the PFD Agreements, in such manner as the Authority may from time to time direct and accompanied by a copy of a written notice from the Authority to Contractor, dated at least thirty (30) days prior to the Authority's demand under this Guarantee, notifying Contractor of its failure to fulfil the terms of the PFD Agreement.

- 5.2 All such payments shall be calculated without reference to any set-off or counterclaim and shall be made in full and free and clear of, and without any deduction for or on account of, any set-off or counterclaim.
- 5.3 If any payment received by the Authority pursuant to the provisions of this Deed or the PFD Agreements shall be avoided under any laws relating to insolvency, such payment shall not be considered as having discharged or diminished the liability of the Contractor or the Guarantor hereunder; and the liability of the Contractor and the Guarantor hereunder shall continue to apply as if such payment had at all times remained owing by the Contractor and the Guarantor, and the Contractor and the Guarantor shall indemnify the Authority in respect thereof.
- 5.4 If the Guarantor defaults in the payment when due of any sum payable by it under this Guarantee, its liability shall be increased to include interest on such sum from the due date until the date of actual payment (both before and after judgment) at that annual rate which is 2 percentage points above the average base rate of National Bank of Oman, Oman Arab Bank and Oman International Bank from time to time in effect during such period. All such interest shall be calculated on the basis of the actual number of days elapsed, over a 365-day year and compounded monthly.

**6. Waiver and Variation**

The rights and obligations of the Guarantor under or pursuant to this Deed shall not be prejudiced or affected by any extension of time, indulgence, forbearance or concession given to the Contractor, or any assertion of or failure to assert any right or remedy against the Contractor, or by any modification or variation of the provisions of the PFD Agreements, or by the administration, receivership, insolvency, liquidation, dissolution, reconstruction, amalgamation or incapacity of the Contractor, or by the Authority holding or taking any other or further guarantees or securities or by the invalidity of any such guarantees or securities or by the Authority varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such guarantees or securities, or by any other thing which might otherwise wholly or partially discharge the Guarantor from its obligations under this Deed.

**7. Partial Invalidity**

If any court of competent jurisdiction holds any provision of this Deed invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed had been executed with the invalid, illegal or unenforceable provision eliminated.

8. **Assignment**

Neither the Guarantor nor the Contractor may assign this Deed or any of the liabilities, benefits or interests arising hereunder in any manner whatsoever either in whole or in part.

9. **Counterparts**

This Guarantee may be executed in counterparts, in which case this Guarantee will be as effective as if all signatures on the counterparts were in a single copy of this Guarantee.

10. **Law and Jurisdiction**

10.1 This Deed shall be governed by and construed in all respects in accordance with the laws of [as in the PFD Agreement].

10.2 The manner of settling, and jurisdiction over, any dispute arising under this Corporate Guarantee shall be as provided in the PFD Agreement to which the matter pertains.

10.3 To the extent that the Guarantor or the Contractor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution or before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed) each of the Guarantor and the Contractor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

**IN WITNESS** whereof these presents are executed as follows:

Signed by Director and  
[Director/Company Secretary]  
and thereby executed  
by [**the Guarantor**] as its Deed

Signed by Director and  
[Director/Company Secretary]  
and thereby executed  
by [**the Contractor**] as its Deed

Signed by [Authorised Person]  
and thereby executed  
by the Omani Authority for Partnership for Development  
as its Deed