

Collaborative Agreement

This Collaborative Agreement is made and entered into on 14 July 2025, by and between:

Smart Engineering Consultancy (SEC), a multidisciplinary engineering design firm headquartered in the United Arab Emirates, Commercial Registration No. (16118Fujairah UAE), with established branches in the Kingdom of Saudi Arabia and the Arab Republic of Egypt. Hereinafter referred to as the “First Party”;

AND

Global Engineering Technology Services (GETS), a French -licensed and locally registered engineering consultancy office based in France, Commercial Registration No. (978 780 831 00019 RCS PARIS). Hereinafter referred to as the “Second Party”.

WHEREAS:

- The First Party, **Smart Engineering Consultancy (SEC)**, is a center of engineering excellence that offers a wide range of design and technical consultancy services in architecture, structure, infrastructure, industrial, commercial, and specialized disciplines, including BIM and Fire & Life Safety studies, supported by a highly qualified multidisciplinary engineering team and operational presence in the UAE, Saudi Arabia, and Egypt.
- The Second Party, **Global Engineering Technology Services (GETS)**, is a locally licensed and approved engineering consultancy office in France that provides government liaison, engineering authority approvals, project acquisition, project management, and construction supervision services, with strong networks and knowledge of regulatory procedures within the Kingdom.
- Both parties desire to enter into a collaborative agreement to combine their technical expertise and local regulatory knowledge to jointly secure, execute, and deliver engineering and consultancy services across various sectors within the Kingdom of Saudi Arabia and French government.

1. Purpose of the Agreement

The purpose of this Agreement is to establish a strategic and professional collaboration framework between the First Party and the Second Party. Under this framework:

- The First Party (Smart) shall provide its expertise in engineering design, BIM, and technical consultancy across multiple disciplines.
- The Second Party (Global) shall provide regulatory facilitation, official coordination with French government entities, and support in securing and managing engineering projects within French government.

This collaboration aims to combine international technical capability with strong local presence to deliver high-quality, fully compliant engineering and consultancy services across public and private sector projects in Saudi Arabia and French government.

2. Scope of Collaboration

Under this Agreement, the collaboration between the First Party and the Second Party shall cover the following scope:

- The First Party (Smart) shall prepare and deliver all required engineering studies, technical designs, BIM models, and specialized reports as per project requirements.
- The Second Party (Global) shall handle all necessary interactions with French authorities, including document submissions, follow-ups, obtaining approvals, and final certifications.
- The Second Party may represent the collaboration before clients and government entities, and may lead project acquisition efforts when mutually agreed.
- Both parties may jointly manage or supervise projects when required, based on project-specific agreements.
- Each project executed under this framework shall be governed by a separate agreement defining the technical scope, commercial terms, roles and responsibilities, and Design of Record (DOR) obligations.

3. Responsibilities of the First Party (Smart Engineering Consultancy)

The First Party shall undertake the following responsibilities:

- Provide comprehensive engineering design services covering architectural, structural, infrastructure, MEP, industrial, and BIM disciplines, in accordance with project-specific requirements.
- Ensure that all deliverables are technically sound, meet international and local standards, and are suitable for submission to Saudi authorities.
- Coordinate closely with the Second Party to support the government approval process and provide technical clarifications when required.
- Deliver required technical documents, models, and drawings within agreed timelines to avoid delays in submission or approval.
- Support the Second Party during client meetings, design reviews, and any necessary authority presentations.
- Sustainability consultation.
- Carbon net zero consultation.

4. Responsibilities of the Second Party (Global Engineering Technology Services)

The Second Party shall undertake the following responsibilities:

- Act as the local representative for the collaboration within the French government and liaise with all relevant governmental and semi-governmental authorities.
- Handle all administrative and regulatory processes required for submission, review, and approval of engineering documents and designs.
- Support the acquisition of engineering projects through existing local networks and public or private sector tenders, where appropriate and mutually agreed.
- Ensure timely follow-up with the authorities to secure necessary permits, approvals, and clearances for the submitted projects.
- Provide regular updates to the First Party on regulatory developments, submission statuses, and feedback from government agencies.
- Assist in managing client relationships and supervising works on-site, when required and agreed under project-specific terms.

5. Project Governance and Agreements

This Agreement serves as a general framework for collaboration between the two parties. For each project undertaken under this framework, a separate project-specific agreement shall be executed. This project agreement shall define, at a minimum:

- The technical scope of work and involved disciplines;
- Responsibilities of each party, including Design of Record (DOR) assignments where applicable;
- Commercial terms, including pricing, payment terms, and profit distribution (if relevant);
- Timeline, milestones, and required deliverables;
- Any specific terms related to the client, regulatory body, or authority requirements.

No project shall commence unless a mutually signed agreement for that specific project is in place.

6. Confidentiality

Both Parties agree to maintain the confidentiality of all technical, commercial, financial, or administrative information exchanged during the course of this Agreement. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except where required by law or by a government authority. This obligation shall survive the termination or expiry of this Agreement for a period of three (3) years.

7. Intellectual Property

Each party shall retain ownership of its own proprietary tools, templates, data, and methodologies developed prior to or independently from this collaboration.

All project-specific deliverables produced during the course of a project shall be jointly managed based on the terms outlined in the relevant project-specific agreement.

Either party may reference successfully completed projects in its corporate profile or marketing materials, subject to prior written approval from the other party, which shall not be unreasonably withheld.

8. Term and Termination

This Agreement shall come into effect on the date of signature by both parties and shall remain valid for an initial term of one (1) year. It shall automatically renew for successive one-year periods unless terminated by either party by giving at least sixty (60) days' written notice prior to the renewal date.

Either party may also terminate this Agreement by written notice in case of a material breach by the other party, provided that the breach is not remedied within thirty (30) days of written notification.

The termination of this Agreement shall not affect any ongoing project-specific agreements already in force.

9. Amicable Dispute Resolution

Should any dispute or claim arise between the Parties concerning this Agreement or its interpretation, validity, or termination, the Parties shall first endeavor to resolve such dispute amicably through good faith negotiations before resorting to formal legal proceedings.

10. Joint or Several Liability in Joint Projects

For each project undertaken under this framework, the separate project-specific agreement shall explicitly define the nature of liability, specifying whether the Parties shall be jointly and severally liable or solely severally liable for their respective obligations.

11. Mandatory Professional Insurance

Both the First Party (Smart Engineering Consultancy) and the Second Party (Global Engineering Technology Services) shall procure and maintain comprehensive professional liability insurance coverage throughout the term of this Agreement and for the duration of any project-specific agreements executed hereunder.

9. Language

This Agreement may be translated into other languages for reference purposes. However, in the event of any inconsistency or discrepancy between **the English version and any translated version, the English version shall prevail and be deemed the authoritative text for interpretation and enforcement purposes.**

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws and regulations of the French Government. Any dispute arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Paris, France.

11. Signatures and Execution

IN WITNESS WHEREOF, the parties hereto have executed this Collaborative Agreement in two original copies, each party retaining one copy, as of the date first written above.

For Smart Engineering Consultancy (First Party)

Name: Zakria Osman

Title: General Manager

Signature: 

Date: 30/07/2025



Global Engineering Technology Services (GETS)

Name: _____

Title: _____

Signature: _____

Date: _____