

**CONTRACT**  
**on the Service Provision**

**Article I**  
**Contracting Parties**

**Principal:** *Ministry of Construction and Regional Development of the Slovak Republic*  
*Registered office: Prievozská 2B*  
*82 525 Bratislava 26*  
*Slovak Republic*

*Represented by: Ing. Igor Štefanov - minister of Construction and Regional Development of the Slovak Republic*

*Organisation identification number: 31751067*

*Tax identification number: 2020841097*

*Banking details: State Treasury*

*Account number: 7000063409/8180*

*Representatives for the material and commercial negotiations:*

*Ing. arch. Miloslava Pašková*

*Manager of the Territorial Planning Dept*

*Phone: +421-2-5936 4403*

*Ing. Tibor Németh*

*Territorial Planning Dept.*

*Phone: +421-2-5936 4295*

*E-mail: tibor.nemeth@build.gov.sk*

*(hereinafter only as "the Principal")*

**Supplier:** *Tatra-bis SRL.*

*Registered office: bd. Stefan cel Mare 65/310*

*MD-2001 Chisinau*

*Moldova*

*Represented by: Emilian Dzugas*

*Banking details:*

*Beneficiary's bank: JSCB „Eximbank - Gruppo Veneto Banca“*

*Chisinau, Moldova*

*SWIFT CODE: EXMM MD 22*

*Intermediary bank: Commerzbank AG*

*Frankfurt am Main, Germany*

*SWIFT CODE: COBA DE FF*

*Account number: 225170021*

*Organisation identification number: 1003600121503*

*Value added tax identification number: 0206080*

*Company incorporated in: Camera inregistrarii de stat*

*Entry code: MD 0028634*

*Representative for the material and commercial negotiations:*

*Emilian Dzugas*

*Phone: + 373-22-225 972*

*E-mail: emilian.dzugas@tatrabis.md*

*(hereinafter only as "the Supplier")*

**Article II**  
**Object of the Contract**

- 2.1. The Object of the Contract is the provision of sponsoring for the Moldavian 10 % Project Partner: Association for Tourist Development of Moldavia with the project DONAUREGIONEN+ - The Spatial Development Concept of Interregional Co-operation in the Danube Space, based on the Rules laid down by the National Management Authority for the Trans-national Operational Programme South-East Europe - SEE 2007-2013 and based on the Partnership Agreement the Principal of this service and the sponsored Moldavian Project Partner of 22 June 2009.
- 2.2. Sponsoring includes the provision of the travelling and accommodation services (i.e., at workshops, conferences, seminars and working meetings and to it related following services, meaning: booking and issuing of fly tickets, booking of hotels and renting cars, booking and ensuring land transportation and transfers, dealing with visas, travelling insurance, guiding), computer technology (i.e., computers, hardware and software) and professional expertises and services (i.e., organising seminars, meetings, workshops and related services) concerning to the exclusively activities of the project DONAUREGIONEN+ so as given and set in the Project Action Plan.

**Article III**  
**Term of the Performance**

- 3.1. The Supplier undertakes hereby to perform for the Principal the Object of the Contract given in Article II hereof in the stages from the signing to this Contract by the Contracting Parties hereto to 31 May 2012.
- 3.2. The stages for the provision of sponsoring during the implementation of the Project are set in the Project Action Plan based on the planned quarter workshops and two conferences of the Project as follow:
  - The 1<sup>st</sup> stage:** from the signing of the Contract to 31 Dec 2009 - the 2<sup>nd</sup> workshop and the 3<sup>rd</sup> workshop
  - The 2<sup>nd</sup> stage:** 1 Jan 2010 to 31 March 2010 - the 4<sup>th</sup> workshop
  - The 3<sup>rd</sup> stage:** 1 April 2010 to 30 June 2010 - the 5<sup>th</sup> workshop
  - The 4<sup>th</sup> stage:** 1 July 2010 to 30 Sept 2010 - the 6<sup>th</sup> workshop
  - The 5<sup>th</sup> stage:** 1 Oct 2010 to 31 Dec 2010 - the 7<sup>th</sup> workshop
  - The 6<sup>th</sup> stage:** 1 Jan 2011 to 31 March 2011 - the 8<sup>th</sup> workshop and Middle conference
  - The 7<sup>th</sup> stage:** 1 April 2011 to 30 June 2011 - the 9<sup>th</sup> workshop
  - The 8<sup>th</sup> stage:** 1 July 2011 to 30 Sept 2011 - the 10<sup>th</sup> workshop
  - The 9<sup>th</sup> stage:** 1 Oct 2011 to 31 Dec 2011 - the 11<sup>th</sup> workshop
  - The 10<sup>th</sup> stage:** 1 Jan 2012 to 31 March 2012 - the final conference
  - The 11<sup>th</sup> stage:** 1 April 2012 to 30 May 2012 - the 12<sup>th</sup> workshop
- 3.2. The provision of computer technology is by the end of the 2<sup>nd</sup> stage.

**Article IV**  
**Price for the Object of the Contract**

- 4.1. The Price for the provision of service is set through the approved Project Budget of the Principal for the purposes of sponsoring that is concurrently the maximum price.

- 4.2. The Price for the provision of service as per Article 2 is set in euro as follows:
- |              |                    |   |
|--------------|--------------------|---|
| Basic Price: | <b>15 473.80 €</b> | (466 163.69 SKK - exchange rate 30.126 SKK/€) |
| VAT (19%)    | <b>2 940.02 €</b>  | (88 571.04 SKK)                               |
| Total Price  | <b>18 413.82 €</b> | (554 734.74 SKK)                              |
- In words: eighty thousand four hundred and thirteen euros and eighty two cents
- 4.3. The Price for the provision of computer technology as per Article 2 of the Total Price as per Article 4, clause 4.2 is set to the maximum value in euros as 1 000 € with VAT (30 126.00 SKK).

#### **Article V Way of Payment**

- 5.1. The Principal shall pay to the Supplier for the Price for the Object of the Contract gradually after the implementation of the individual stages based on the invoices issued by the Supplier. The respective invoice shall be issued always within one month since the finishing of every stage, except the last invoice that shall be submitted by the end of the last stage. Any invoice issued by the Supplier shall be based on the Handing-over Protocol signed by the Representatives of the Supplier and the Principal. Part of the Handing-over Protocol shall be also the resulting calculation covering the actually performed services according to Article II hereof.
- 5.2. The Principal undertakes hereby to pay for the invoiced amount within twenty five (25) days since the delivery of the given invoice by the Supplier. The Supplier shall submit any invoice to the Principal in four (4) counterparts.

#### **Article VI Basic Documents for Cooperation of the Principal**

- 6.1. The Principal provides to the Supplier in the sufficiently advance time period the all required basic documents and information related to the performance of the Object hereof for the on-time and consistent performance of the Object hereof.
- 6.2. The Supplier cannot get into any defaulting in the performance of its contractual obligations in the course of any delay of the Principal in submitting the basic documents.

#### **Article VII Breaching of the Contractual Obligations**

- 7.1. In the case of any delay of the Supplier in the performance of its obligations given in Article III the Principal has the claim for the interest of delay amounting to 0.05 % (in words: zero point zero five per cent) of the agreed Price as per Article IV for every also started day of delay.
- 7.2. Where the Principal does not pay for any invoice in terms agreed herein the Supplier may apply with the Principal for the interest of delay amounting to 0.05 % (in words: zero point zero five per cent) of the invoiced amount for every also the started day of delay.

**Article VIII**  
**Transition of property rights**

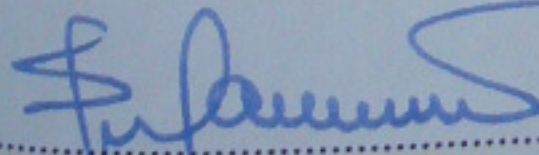
- 8.1 All results and outputs of the project (respectively its parts) founded from this contract are implicitly property of the Principal by respecting the copyright of the Supplier.
- 8.2 The Principal is competent to use these outputs and results for the purposes founded from this contract and also for the purposes within the frame of Working Group for Spatial Planning within the Working Community of Low Danube Countries /ARGE Donauländer and for the others publicity.
- 8.3 Supplier undertakes that the outputs and results of the project (respectively its parts) founded from this contract will not be provided to the Third-party without agreement of the Principal.
- 8.4 Supplier can use the outputs and results of the project (respectively its parts) founded from this contract on the base of agreement and conditions of the Principal, and also for others publicity.

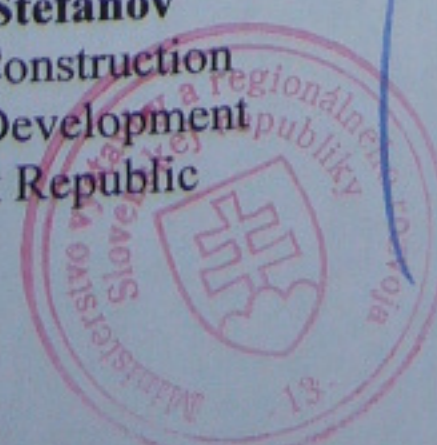
**Article IX**  
**Concluding Provisions**

- 9.1. The Contract and the legal relationships arising herefrom shall be governed by the Slovak legal order. The Commercial Code regulations shall be applicable to the legal relationships of the Contractual Parties hereto.
- 9.2. Any addenda and amendments hereto may be done solely in writing after the agreement by both Contracting Parties hereto.
- 9.3. The Contract is executed in six (6) counterparts and the Principal receives four (4) counterparts and the Supplier receives two (2) counterparts hereof.
- 9.4. The Contract enters into force and validity since the day of its signing by both Contracting Parties hereto.
- 9.5. The Contract is executed in English.

In Bratislava on 11 SEP. 2009

In Chisinau on 14 SEP. 2009

  
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**Ing. Igor Štefanov**  
Minister of Construction  
and Regional Development  
of the Slovak Republic



  
.....  
**Emilian Dzugas**  
Tatra-bis SRL.

