

CONTRACT FOR THE PROVISION OF SERVICES

BETWEEN

European Profiles S.A. – Consultants Group, company registered under the Laws of Greece, established in Athens, 40 Vatatzi St, GR-114 72 referred to hereinafter as “**the First Party**” and lawfully represented by the President of the Board of Directors and Managing Director, Dr. Dimitrios Bakolas

AND

SBA – Slovak Business Agency, association of legal entities registered under the Laws of the Slovak Republic in Miletičova 23, 821 09 Bratislava, Slovak Republic, registration number: OVVS/467/1997-Ta, ID Number: 30845301 referred to hereinafter as “**the Second Party**” represented by Director General, Mr. Branislav Šafárik.

Whereas

The European Commission, has awarded to a consortium of companies led by European Profiles S.A the contract hereinafter referred to as “the Main Contract”, related to the “Management Training Programme (MTP) – Capacity building for SME management In Uzbekistan”, Publication Ref.: EuropeAid/131983/C/SER/UZ, hereinafter referred to as “the Project”.

The First Party wishes to engage the services of the Second Party, which will organise a Project Promotion Event in Bratislava.

THE FOLLOWING AGREEMENT HAS BEEN MADE:

Article 1 – Object of the Agreement

The object of this Agreement is to describe the services to be provided by the Second Party, which shall comply with the provisions of the main Contract.

The responsibilities of the Second Party for the aforementioned assignment and will include the following:

- The organisation of an event (for about 30 participants) as a promotion campaign addressing potential host companies in Bratislava with PR articles on the webpages Aktualne.sk, Pravda.sk, Sme.sk, TA3.com, TVnoviny.sk, Pluska.sk, Webnoviny.sk, SITA press agency news and their partner channels;
- Production of promotion materials: 160 folders for the participants, 200 leaflets, and 2 – 3 posters, including graphic work for the participants of the seminar, the consultation meetings and follow-up promotion of the project;
- Rent and organisation of the conference room (for half a day);

- Provision of the needed equipment, including beamer/projector, laptop, translation cabin, sound system, technician;
- Provision of Interpretation (Slovak, English);
- Organisation of the provision of refreshment, coffee breaks (for 25 +10 participants) (info seminar, consultation meetings);
- Coordination, administration facilitation and hosting services of the event;
- Preparation of the catalogue with profiles of Slovak companies interested in doing business in Uzbekistan and/or Central Asia in English;
- Translation of the catalogue with profiles of Uzbek or other Central Asian companies interested in doing business with Slovak companies into English;
- Ensure good communication with the Project Manager of European Profiles and the Team Leader and promptly inform them about all the major changes in the organisation of the tasks above and possible problems that could affect the organisation and outcomes.

In carrying out the above services, the Second Party will take into particular consideration the communicated requirements of the First Party.

This agreement shall not in any respect constitute a labour contract.

This agreement shall not in any respect entrust performance of part of the services in the Main Contract to the Second Party.

Article 2 – Duration, Place of the Assignment

2.1 The Event will take place on the 26th of June and will have a duration of half a day.

2.2 The Event will take place in Bratislava.

Article 3 – Remuneration and method of payment

As full consideration for the services to be rendered by the Second Party, the First Party will pay the Second Party the amounts corresponding to the actual costs incurred as per the attached budget (Annex 1) upon receipt from the Second Party of the invoices for these services.

The invoices for budget lines 1, 2, 3, 4, 5, 8, 9 in the attached budget will be issued by the Second Party. These payments will be made in Euro to the Second Party's bank account:

Account holder:	Slovak Business Agency
Bank name:	VÚB, a.s.
Account number:	1332301656/0200
Swift code:	SUBASKBX
Code IBAN:	SK53 0200 0000 0013 3230 1656
Bank address:	Kaštielska 2, 827 61 Bratislava, Slovak Republic

The invoices for budget lines 4, 5, 6, 7, 10, 11 in the attached budget will be issued by the Suppliers directly to the First Party. These payments will be made in Euro to the suppliers bank account specified on the invoice.

In order to receive the payments the Second Party should provide the First Party with the following:

- Respective invoices
- Claim for the application of the double taxation convention
- VAT Number accepted by the Pan European System VIES

(http://ec.europa.eu/taxation_customs/vies/vieshome.do)

The amounts on the invoices cannot exceed the amounts in the attached budget for each item.

Article 4 – Modification of the Contract's value

4.1 No additional costs of services can be paid or organised by the Second Party unless requested in writing by the First Party

4.2 The First Party may ask the Second Party to provide additional services upon sufficient previous notice and clear definition of the budget for such services, under the payment conditions referred to in Article 3 above. In this case an Addendum will be signed and the amount due will be increased by the amount agreed for the additional services.

Article 5 – Termination

5.1 Both Parties have the right to request in writing, unilateral cancellation (termination) of the Contract in case of willful non- fulfillment of the obligations of the other Party.

5.2 The agreement is dependent upon the European Profiles SA Contract with **The Ministry of Labor, Family, Social Protection and Elderly in Romania** (main Contract).

In the event of the Main Contract being discontinued or changed by the decision of The Ministry of Labor, Family, Social Protection and Elderly in Romania, the agreement shall likewise be changed or discontinued. In such event European Profiles shall notify the Second Party promptly.

As from the date of any notification of termination, the obligations of both shall cease forthwith, except that European Profiles shall pay:

- i) Any sums outstanding under the terms of the Agreement for work satisfactory completed. Under these circumstances European Profiles SA reserves the right to recover any sums, which have been paid in advance and which are not spent upon the date the obligation ceased or should not reasonably have been spent at the date.
- ii) Reimbursement of reasonable expenses necessarily incurred after the relevant date in winding up the Agreement.

Article 6 - Force Majeure

If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the action of the force majeure and of the anticipated delay in the performance of the Agreement and as from the date of that notification European Profiles SA may as its discretion either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons of the suspension still remain, The First Party and the Second Party may either agree a further period of suspension or treat the Agreement as terminated. In the event of the Agreement being terminated by reason of force majeure, the First Party shall take such steps as necessary to bring the service to an end in a cost effective, timely and orderly manner. The Second Party shall submit an account in writing which shall state the amount claimed taking into account all costs properly incurred or committed by the Second Party in relation to the Agreement or its termination which cannot be recovered. Always provided that payment is within the financial limit and not subject to dispute, European Profiles shall:

- i. Pay all sums due and outstanding under the terms of the Agreement up to and including the date of termination
- ii. Reimburse all reasonable expenses necessarily incurred by the Second Party after the date of termination in winding up the Agreement.

Article 7 – Disputes, Applicable law

This Contract shall be governed by the Laws of Greece and all disputes hereunder which shall not be settled in an amicable way, shall be brought exclusively in front of the Greek Court of Athens.

Article 8 – Coming into force

This Contract will come into force once the two contracting parties have signed it.

For EUROPEAN PROFILES S.A.

Dr. D. Bakolas

President

Date:

For Slovak Business Agency

Mr. Branislav Šafárik

Director General

Date:

ANNEX 1 – BUDGET – COST OF SERVICES

	Number of unit	Unit cost	Unit name	Total costs
1. Promotion campaign addressing potential customers: PR articles on the webpages Aktualne.sk, Pravda.sk, Sme.sk, TA3.com, TVnoviny.sk, Pluska.sk, Webnoviny.sk, SITA press agency news and their partner channels	1	1 800	event	1800
2. Promotion materials: folders, leaflets, posters for the participants, including graphic work for the participants of the seminar, the consultation meetings and follow-up promotion of the project	100	5	event	500
3. Hostess service	1	200	event	200
4. Rent of the conference room	1	250	event	250
5. Technical appliances, including beamer/projector, laptop, translation cabin, sound system, technician	1	500	event	500
6. Interpretation (Slovak, English)	1	800	event	800
7. Refreshment, coffee breaks (info seminar, consultation meetings)	25 + 10	5	event	175
8. Coordination, administration and facilitation of the event	1	500	event	500
9. Preparation of the catalogue with profiles of Slovak companies interested in doing business in Uzbekistan and/or Central Asia in English	1	250	online catalogue	250
10. Translation of the catalogue with profiles of Uzbek or other Central Asian companies interested in doing business with Slovak companies into Slovak	1	150	online catalogue	150
11. Translation of the MTP leaflet into Slovak	1	150	on-line leaflet	150
Total				5 275