

Contract
for
The implementation of a Training course on *Penaeus vannamei*
rearing in Thailand for the staff of the SHILAT-Iranian Fisheries
Organization

between

The Research and Studies Centre for the Fishery, S.C.A.R.L, called "C.I.R.S.PE" below, resident in No.21- Gigli D'ORO Ave. 00186 Roma, represented by the president, Dr Massimo GUERRIERI, resident in Via Torino, 186 – 00184 Roma

and

Payam Abzy Shargh Consulting Engineers Ltd Co. nominated P.A.Sh below, resident in 1st Fl. N° 41 Anahita building West Ghaffari street, Joybar Ave. Fatemi Square, 14157 Teheran-Iran, represented by Mr. Morteza Hedayat.

Introduction

-Referring to the financing of the project Aquaculture in Sistan-Baluchestan Province of the Islamic Republic of Iran approved by the Italian Ministry of Foreign Affairs - the General Director of Cooperation of the Development,

-Referring to the presentation of the above emission from the Italian Government to the United Nations Development Project (UNDP) in Teheran based on a reciprocal agreement on the subject,

-Referring the direct intervention of SHILAT, Iranian Fisheries Organization, in both administration and operation of the project in order to respect the technical and professional contribution of Iranians that is the principle of the Italian cooperation in the development.

Both parts agree on and draw up what follows

Article 1

P.A.Sh. undertakes to carry out the following activities:

- Implementation of a Training Course on shrimp rearing for the staff of the Fisheries Iranian Organization. The analysis of the activities is drawn in the

ANNEXURE A which is part of this contract and it is subscribed by both parts.

The Training Course will take place in Thailand, it will last for 14 days and it will be addressed to 12 people of the SHILAT IFO staff.

Article 2

P.A.Sh. assures that the staff assigned for the implementation of the Training Course is qualified and willing to perform the services described above. P.A.Sh. assures all work required under this contract will be carried out in accordance with the highest standards of the profession of craft.

P.A.Sh. shall be responsible for appropriate workers compensation and hazard insurance coverage for P.A.Sh. employed staff during the term of this contract.

P.A.Sh. shall be responsible for the welfare of its staff employed under the contract. Any additional expenses which CIRSPE may incur for the welfare of such staff will be reimbursed by P.A.Sh.

P.A.Sh. will pay the insurance for the course participants for the entire period of the Training Course

Article 3

This contract will begin on theand it will end on the Any extension to this term must be written and signed by both parts.

The Training Course shall end within the month of2009, during P.A.Sh. will write the report of the activities. This report shall be provided to CIRSPE office in Rome within the2009.

Article 4

P.A.Sh will carry the international flights cost Teheran/Bangkok/Teheran.

P.A.Sh. will also carry out the allowances/pocket money for the trainees.

P.A.Sh. will carry the cost of accommodation for the trainees and food will be included in the package.

P.A.Sh. undertakes to provide the trainees with all the didactic papers and training materials that will be given as a teaching support.

P.A.Sh. undertakes to provide to CIRSPE a detailed report with the didactic papers at the end of the Training Course, with all the activities done within the course.

As a support of the implementation of the Training Course, CIRSPE will provide P.A.Sh. with a financial contribution of € 58.972,00 (Fifty eight thousand nine hundred and seventy two. Euro).

The payments will be made according to the following schedule:

- a) A payment of 40% of the total amount at the signing of the contract;
- b) A payment of 40% of the total amount 30 days before the starting of the Training Course;
- c) A payment of the remaining 20% after the approval from the CIRSPE office in Rome of the report of the activities done by P.A.Sh.

P.A.Sh. will provide the invoices of the payments described in a), b) and c) of this article, to CIRSPE office in Rome.

CIRSPE will pay with a bank remittance within 20 days after the receiving of the invoice and after the approval of the services provided by P.A.Sh.

P.A.Sh. will provide a receipt proving the payments.

Article 5

CIRSPE and/or P.A.Sh.can rescind this contract, with a written note, if one of the party believes that it is impossible or inopportune to go on with the developing of the Training Course for any reason out of CIRSPE or P.A.Sh.control; or in the event of delay or lack of one of the party. If that happens, the work done up 'till that moment will be paid.

For any inobservance of the conditions of this contract from one of the contractors, the other party can write a note with the detailed inobservance, indicating also the corrections to be done within 60 days. If the party does not make the requested actions, the other party can rescind this contract without losing any of its rights.

Article 6

All the papers and technical matters produced within the project will be at disposal of the Steering Committee Controller Committee of the project. SHILAT and C.I.R.S.P.E. have therefore the right to publish and divulgate a part or the integral version of the papers referring to its institutional aims.

All the materials are also owned by P.A.Sh. and that can be used by P.A.Sh.; providing acknowledgement to other parties involved.

Article 7

The contractors undertake to consider data and information managed during the carrying out of the present work and concerning the other party, strictly confidential.

Article 8

All disputes arising in connection with the interpretation or execution of this Contract shall be settled by mutual consent. If CIRSPE and P.A.Sh. are unable to reach agreement on any question in dispute or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The place of arbitration shall be Rome, Italy. CIRSPE and P.A.Sh. agree to be bound by any arbitration award in accordance with the above, as the final adjudication of any such dispute.

Article 9

This contract will begin at the signing of the contractors. Any changes of the contract must be discussed, written and signed by both parts.

This contract is signed in 4 original copies, 2 in English and 2 in Italian.

DATE.....

P.A.Sh
Mr. Morteza Hedayat

C.I.R.S.PE.
The President
Massimo GUERRIERI

Terms and conditions mentioned in art. 1,3,4,5,8 and 9 are accepted and confirmed.

P.A.Sh
Mr. Morteza Hedayat

C.I.R.S.PE.
The President
Massimo GUERRIERI

P.A.Sh DETAILED BANKING INSTRUCTIONS:

Account Name:	Payam Abzy Shargh., Consulting engineers.
Account No:	138799157
Name of Bank:	SEPAH BANK
Branch:	Jahad Square 1387
Bank Address :	Jahad Square -Tehran

SWIFT CODE : SEP BIR THA 387

Contract Inputs

This agreement will lead to the following inputs

Conducting a 2-weeks training course on shrimp pond management for 12 people of the staff of the SHILAT- Iranian Fisheries Organization.

Activities:

The training course includes various aspects of SPF and SPR theory and practices in particular:

- a) site selection for SPF and SPR hatcheries
- b) design and construction of SPF and SPR hatcheries
- c) disease for control in SPF and SPR production
- d) methods for SPF and H.H production
- e) biosecurity in SPF and SPR hatcheries
- f) breeding and genetic improvement of SPF and SPR shrimp
- g) the role of biotechnology in SPF and SPR production
- h) visit to hatcheries and farm specially SPF and SPR hatcheries including HIGH HEALTH center etc. are included

Questionnaires for evaluation will be prepared for participants to the training course. Documents must be prepared to certify the training activity.

P.A.Sh Responsibilities

P.A.Sh. will support the implementation of the above plan throughout its stages. Specialists of adequate knowledge to fulfil the assignment will be identified and will operate under the direct supervision of P.A.Sh. personnel.

Responsibilities of CIRSPE

CIRSPE is responsible of the quality control of the training implementation and of its pertinence with the objectives of the project financed by the Italian Cooperation, taking into account the Donor International policy and priorities, related to the cooperation project in developing and emerging Countries.

CIRSPE is also responsible of the Final Report editing both for the SHILAT, UNDP, Italian counterpart and, finally, for the Steering Committee.

Budget

	Cost/Unit (Euro)	Total Cost
International tickets		4.684
Domestic flights		2.600
Accommodation and food		11.705
Transportation		2.820
Legal charges (visa, taxes)		1.131
Technical materials		492
Insurance		393
Fees/pocket money		6.885
Contingency		3.071
Draft technical report		2.000
Organization and services *		17.830
Tax 10%		5.361
TOTAL Euro		58.972

* organization and services are also including training fee, overhead, tours, farm visit and work at SPF shrimps hatcheries in Thailand.