

CONVENTION

Between

The Fisheries Research and Studies Centre, 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 No.21 Gigli d'Oro Ave. Roma

And

The Iranian Fisheries Research Organization nominated below "IFRO", situated in 297, west Fatemi Ave., P.O. Box 14155 - 6116, Teheran –Islamic Republic of Iran, represented by Dr. Abbas Ali Motallebi, resident 297, west Fatemi Ave., P.O. Box 14155 - 6116, Teheran Islamic Republic of Iran.

Introductory Statement

-Referring to the finance of the project of Aquaculture in Sistan-Baluchestan Province of Islamic Republic of Iran which is presented by the Italian Ministry of Foreign Affairs - the General Directorate 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 reciprocate 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 principal of the Italian Cooperation in the Development,

-Referring to the existence of professional Iranian resources based on their experience, the expected activity of the project will be executed,

-Referring to guarantee the whole involvement of SHILAT-Iranian Fishers Organization, In the technical structure of the project in Sistan-Baluchestan ,

-Referring to Shilat decision to concentrate the productive effort on *Catla catla* and *Labeo rohita* species and considering that this represents the priorities for Shilat in Zabol Area, taking into account anyway all the difficulties of this technical approach,

-Referring also to the importance of this approach both from scientific and pilot consulting, that will be organized by CIRSPE;

both parts agree on and draw up what follows:

Article 1

IFRO subscribes the agreement on carrying out the below mentioned activities with its personal structure. The activities will be done in Sistan-Baluchestan Province concentrating on the production of the species *Catla catla* and *Labeo rohita* in Zahak Hatchery, Zabol area, relating to the necessity to increase the knowledge on its biology for fry and fingerlings production both for the private sector and the re-stocking in lakes of Zabol area.

IFRO shall import breeders of the two species with the aim to constitute high quality brood stock. SHILAT (that is managing the hatchery directly) and IFRO will be responsible of hatchery and facilities maintenance and workers organization and of others activities related to *Catla catla* and *Labeo rohita* brood stock rearing.

The above described activity is finalized to the artificial reproduction of *Catla catla* and *Labeo rohita* for supporting the private sector in the area. IFRO and SHILAT take the responsibilities to implement this activity with own budget from the season 2008-2009.

Article 2

For the described activities, the company undertakes to task one IFRO technical manager as the responsible of the preparation of the technical papers. However in case of impossibility for him to take duty, IFRO shall delegate another person with equivalent skills.

IFRO staff undertakes to cooperate with C.I.R.S.P.E. staff in order to follow – up the progress of the activities.

Article 3

This contract is stipulated for a duration of 12 months which will be started from 1st of March 2007 up to the end of 31st of March 2008. The expiring date of this contract can not be postponed. The draft final report will be written in English language and presented within the 31st of March 2008.

This Draft will be given to C.I.R.S.P.E. for Final Report Editing to be approved by SHILAT.

This contract can be suspended when the IFRO can not carry out his above mentioned duty. In that case the C.I.R.S.P.E. will pay the work done up to that moment.

Article 4

The IFRO, because of its services will be paid 50.000,00 Euro by C.I.R.S.P.E. as follows:

- a) An advance payment of 25.000,00 Euro after signing the contract and at the beginning to cover the purchase of brood stocks, equipments and facilities. The beneficiary shall provide an official receipt for receiving the payment;

- b) A second payment of 10.000,00 Euro after 6 months activities on 30 September 2007 to cover the management cost. The beneficiary shall provide an official receipt for receiving the payment;
- c) The final payment shall be 15.000,00 Euro, submitting draft the final report, by C.I.R.S.P.E. approval. The beneficiary shall provide an official receipt for receiving the payment.

Article 5

The IFRO, will cover the all cost related to living expenses such as food, transportation and accommodation of the team.

Article 6

The payments will be done by C.I.R.S.P.E. with a bank remittance to the following bank account
Bank Melli Iran; Branch Daneshgah
A/C No. 700396
To Moaseseh Tahghighat Shilat
Swift code MELI IRTH 087

Article 7

The IFRO undertakes to send his team after 2 weeks from the receiving of the advanced payment.

Article 8

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

Article 9

C.I.R.S.P.E. can suspend the convention whenever it is needed a precaution in situations like war, natural disaster or similar conditions which change the present situation at the subscribing of this convention and make impossible or inopportune the continuation of the project and the company. SHILAT will be certainly informed with a letter.

Article 10

C.I.R.S.P.E. can rescind this contract in case of violation of the conditions of this contract and, in case of inobservance on replacing the expert with a person with equivalent skills in a short period of time. In this case, referring to the interest of the Iranian Government, and the cooperation project, C.I.R.S.P.E. has the right to rescind this contract, ask for money already paid and charge a penalty of the 15% of the total amount of the contract.

Apart from that, if any of the above articles would not be observed, C.I.R.S.PE. has the right to rescind this contract.

Article 11

If any controversy referring to the interpretation and application of this contract happens, both sides agree to try their best to solve the problems of disputes, mutually, otherwise they may refer to SHILAT as the fair part (foreign affairs or NPD). If not solved the Italian judicial court in Rome, has the exclusive right to make establishments.

Article 12

For anything not foreseen, the Italian normative arrangement in force, will take part.

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

Rome, 6 February 2007

For the Iranian Fisheries Research

Dr.
Abbas Ali Motallebi

For C.I.R.S.PE.

The President
Massimo Guerrieri

The conditions mentioned in the articles n° 2, 3, 4, 8, 9, 10, 11 and 12 have been accepted and confirmed.

For the Iranian Fisheries Research

Dr.
Abbas Ali Motallebi

For C.I.R.S.PE.

The President
Massimo Guerrieri