

CONVENTION

Between

The Center of researches and studies for the fishery, S.C.A.R.L, will be nominated "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

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, rapresented by Morteza Hedayat.

Introductory Statement

-Referring to the finance of the project of Aquaculture in Sistan-Baluchestan Province of Islamic Republic of Iran which is presented by Italian Foreign secretary of state- the general director of cooperation of the development,

-Referring to the presentation of the above emission from 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 resources in Iran based on their experience the expected activity of the project will be executed.

Both parts agree on and draw up what follows:

Article 1

P.A.Sh undertakes to do below mentioned activities with its structure and personnel. The activities have to be done in Tehran in the location of P.A.Sh and based on the principles and requirements of the Italian cooperation with the development.

Here follow the needed activities:

- i) To idealize and plan a specific Internet site for the financial project of the Italian government.

- ii) Organization of the site for all the duration of the project with bringing it up-to-date in both contents and graphical forms.
- iii) Collateral initiative in diffusion and publication of the site in a way that can guaranty the highest number of visitors in the time of the duration of the project.

The site should have below mentioned characteristics:

- a) Standard graphics according to international level;
- b) Double version in Persian and English;
- c) Articulation of the pages in such a way to guaranty the best diffusion of information, for example creating a mailing list of the users and registration the numbers of visitors.

P.A.Sh undertakes to do moreover:

- a) To identify a responsible for these activities who will cooperate with CIRSPE for planning, programming and management of the site.
- b) To Carry on with the activities referring to the site with a tight cooperation with the technical responsible of CIRSPE and according to the aim of the Italian cooperation with development.

Article2

This contract is concluded for duration of thirty months (30) which will be started from first of January 2006 up to the end of 31 May 2008.

This contract can be suspended when the Company 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.

Article3

P.A.Sh because of its services will be paid 18,820.00 Euro by C.I.R.S.P.E. in 3 parts:

- A) In advance, 50% of the amount after the confirmation of this contract will be paid within 60 days from the beginning of the described project.
- B) The second part , 25% will be paid on the 1st of January 2007 as the approval of the C.I.R.S.P.E. services.
- C) The third and the last part, 25%, will be paid on the 1st of January 2008 within the approval of the C.I.R.S.P.E. services.

The payments will be done by the C.I.R.S.P.E. the remittance to the below mentioned account: No 50406 Teheran – Aquaculture bank in shilat cod. 1840-east fatemi street.

Up on payment with receiving the relative receipts to be presented to SHILAT and UNDP as the documents of expenses.

Article 4

All the papers and technical matters produced within the project will be at disposal of the Controller 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 5

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 SHILAT will be certainly informed with a letter.

Article 6

If any controversy refer the interpretation and application of this contract happens the Italian judicial court in Rome has the exclusive right to make establishments.

Article 7

For any thing not expected in this contract the in force Italian normative arrangement will take part.

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

Rome, 22 November, 2005

For P.A.Sh
Morteza Hedayat

for C.I.R.S.P.E.
Massimo GUERRIERI

The conditions mentioned in the articles n. 3, 5 and 6 have been accepted and confirmed.

for P.A.Sh
Morteza Hedayat

for C.I.R.S.P.E.
Massimo GUERRIERI