

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, represented 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 mantions:

- i) Secretary mandate as a support for the activities carried out by P.A.Sh for the issuing of the newsletter of the project and for the planning and laying out of the web site related to the project financed by the Italian Government.

Article 2

This contract is concluded for duration of ten months (10) which will be started from 7th of December 2006 up to 30th of September 2007.

This contract can be suspended when the P.A.Sh 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 3

P.A.Sh because of its services will be paid €5.000,00 (Euro five thousand/00) by C.I.R.S.P.E. in 3 parts:

- A) A payment for €1.400,00 (Euro one thousand and four hundred/00) within March;
- B) An intermediate payment for €1.800,00 (Euro one thousand and eight hundred/00) within July;
- C) A balance for €1.800,00 (Euro one thousand and eight hundred /00) within September.

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.

In the event of any trouble which the office in Rome should face in submitting the bank remittance, the payments will be done by C.I.R.S.P.E. office in Teheran using the Bank account in Teheran.

Article 4

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 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 P.A.Sh. 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, 7 December, 2006

For P.A.Sh

For C.I.R.S.P.E.

Morteza Hedayat

Massimo GUERRIERI

The conditions mentioned in the articles n. 3, 5, 6 and 7 have been accepted and confirmed.

For P.A.Sh

For C.I.R.S.P.E.

Morteza Hedayat

Massimo GUERRIERI