

Respectfully submitted

**DRAFT OF THE
MEMORANDUM OF UNDERSTANDING
(MoU)**

ACCORDING TO YOUR LETTER OF 13/05

Barcelona (Spain), Friday 18th May 2007

To:

H. E. Eng. Zayed Mansoor Al-Khayreen

Member of the Board + General Manager
Ashghal Public Works Authority (Ashghal)

With copy:

Arch. Mss. Beth Gali

President of FAD
Author of the Design of LATINA streetlight

Arch. Mr. Josep M^a Serra

Executive Editor
Santa & Cole (S&C)

Dr. Samir Hamrouni

Personal friend of Mr. Nieto Santa

H.E. Zayed Al-Khayreen,

Please find below our best quick DRAFT for a Memorandum of Understanding. I send it to you as a Microsoft Word file in order to easy any possible variation.

Cordially yours

Dr. Javier Nieto Santa
President
SANTA & COLE



MEMORANDUM OF UNDERSTANDING ON COOPERATION IN URBAN DEVELOPMENT PROJECTS

**between the ASHGHAL, PUBLIC WORKS AUTHORITY
(hereinafter ASHGHAL)**

**and the SANTA & COLE NEOSERIES, S.L.
(hereinafter SANTA & COLE)**

Whereas, ASHGHAL develops in the territory of Qatar important urban development projects;

Whereas, SANTA & COLE is a distinguished and internationally recognized company in the sector of design and manufacture of street furniture and lighting products and is in a position to supply certain design elements whose rights it holds;

Whereas, both parties recognize the mutual interest in establishing cooperation agreements which allow them to achieve the objectives of their establishment;

Whereas, both parties believe that a formal memorandum will provide the structure and basis for implementing and expanding their future collaboration in the joint development of urban projects;

ASHGHAL and SANTA & COLE agree to the following memorandum of understanding (MoU):

I. PARTIES

This document constitutes an agreement between ASHGHAL and SANTA & COLE to collaborate on certain urban development projects, convinced that important benefits for both companies would arise from joint activities.

II. PURPOSE

The purpose of this MoU is to establish the framework of collaboration in which the relations between the parties will be developed in the future in relation to:



2.1. Urban development project Al Waab Street (Doha, Qatar).

In the framework of collaboration which is established by means of this MoU, both parties have agreed to reach an amicable out of court full and final settlement of the discrepancy arising in relation to the installation of the Latina Street Lamp (hereinafter, the DESIGN) in the Al Waab Street. As a result of the above and in accordance with the agreements reached:

2.1.1. OUT OF COURT AGREEMENT

By virtue of this agreement, SANTA & COLE considers all concepts to have been fully and finally settled, including the indemnities which could correspond to it arising from the acts described in the previous section, expressly waiving the right to request or claim anything else in relation to the aforementioned acts, and the exercising of any legal actions which might correspond to it.

2.1.2. ASSIGNMENT OF RIGHTS

SANTA & COLE, in its capacity as exclusive holder of the rights arising from the DESIGN, grants a licence in favour of ASHGHAL under the terms and conditions detailed below.

SANTA & COLE assigns to ASHGHAL the rights to reproduce and distribute the DESIGN.

Should ASHGHAL consider it appropriate to proceed with the adaptation of the DESIGN, it shall notify SANTA & COLE, who in the event of authorizing it may participate in this process with the prior agreement of the parties in relation to the economic conditions corresponding to this service.

SANTA & COLE authorizes ASHGHAL to use his name in the advertising of the DESIGN which may be reproduced in any catalogues, leaflets, advertising on graphic support and by other means that ASHGHAL considers for the appropriate effects.

2.1.3. SPHERE OF THE ASSIGNMENT

The assignment of the aforementioned rights of reproduction and distribution is limited to the authorization for the manufacture and location that has been carried out of 750 copies of the DESIGN in the urban development project of Al Waab Street.



Any other use of the DESIGN must be agreed by writing between the parties.

2.1.4. LIABILITIES OF SANTA & COLE IN RELATION TO ASHGHAL

SANTA & COLE is liable in relation to ASHGHAL for the authorship and originality of the DESIGN and for the peaceful exercising of the rights that they assign by means of this MoU, declaring that he has not contracted and he will not contract commitments or encumbrances of any kind on them, which go against the rights that correspond to ASHGHAL, in accordance with that stipulated in this MoU.

2.1.5. ECONOMIC REMUNERATION

ASHGHAL as remuneration for the assignment of rights made pays here and now to SANTA & COLE by means of _____ the sum of 2,548,822.50 €.

2.1.6. APPLICABLE LAW

As the ownership of the rights of SANTA & COLE has been acquired by virtue of the agreement signed in accordance with Spanish law, this MoU shall be governed by and shall be interpreted according to Spanish Law.

2.1.7. ARBITRATION

For any divergence or discrepancy that may arise in the interpretation or fulfilment of this MoU, or of any or all of its conditions and of the relations that it governs, the parties shall abide by the institutional arbitration of the Arbitration Court of Barcelona (Spain), entrusting the same with the designation of the arbitrator or arbitrators and the administration of the arbitration, and undertaking henceforth to comply with the arbitration award.

Alternatively:

Any dispute, controversy or claim arising under, out of or relating to this MoU and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be determined by the WIPO Arbitration and Mediation Center. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of Spain.



2.2. Other future urban projects to be developed by ASHGHAL.

The parties agree that their mutual goal is to promote and conduct projects that may need high-quality products. The parties also agree that the expertise of SANTA & COLE and ASHGHAL is a valuable asset to both companies.

With this stated goal, this MoU identifies the following, long-term joint projects and objectives:

2.2.1. Collaborate on the development and implementation of _____;

2.2.2 Explore approaches for _____;

The parties shall carry out whatever actions they consider appropriate with the aim of extending the collaboration which is established between them by virtue of this MoU, entering into the specific Agreements that they consider relevant to this end in due course with the aim of contributing to promote their respective objectives and aims.

These future Agreements that the parties shall reach shall have as their object to define and regulate the terms and conditions under which the collaboration between the parties shall materialize in the development of new urban development projects that are carried out by ASHGHAL and especially those relating to the following matters:

- The advice of SANTA & COLE to ASHGHAL on the structural planning of the design and location of the external elements of street furniture and lighting products that ASHGHAL determines in each of these projects.
- The contracting by ASHGHAL of the services of design and/or manufacture of the external elements of street furniture and lighting products that has been determined in each of these projects.
- The economic compensation to be paid by ASHGHAL to SANTA & COLE for these previously planned services.

Both parties recognize the benefit of coordinating their respective efforts. This MoU lays the foundation for a broader, co-sponsored program that would improve efficiencies and avoid redundant activities and products, through leveraging resources and capabilities within each company.



III. LIMITATIONS

- 3.1 All commitments made in this MOU are binding and legally enforceable for both parties solely in relation to the project Al Waab Street. The development of future projects will be subject to separate subsidiary Agreements that will be effected in writing by representatives of both parties.
- 3.2 This MoU in no way restricts either of the parties from participating in any activity with other public or private companies, organizations, or individuals.
- 3.3 This MoU does not direct or apply to any person outside ASHGHAL and SANTA & COLE.

IV. RESPONSIBILITIES OF THE PARTIES

Both parties agree to meet once a year to review progress under this MoU and to update the joint plans for meeting its objectives. SANTA & COLE and ASHGHAL will alternately take the lead in setting up these meetings and will involve the appropriate parties across both organizations;

V. PROPRIETARY INFORMATION

Joint work under this MoU requires the sharing of proprietary information. Proprietary information is defined as information that an affected business claims to be confidential, is exempt from mandatory disclosure under applicable Law, and is not otherwise available to the public. Proprietary information disclosed by one party to the other in writing must be clearly defined as such; proprietary information initially disclosed orally must be clearly memorialized in writing within a reasonable time for the receiving party. To the extent allowed by Law, the parties agree to keep proprietary information confidential unless written permission is obtained from the other party.

VI. TERRITORY AND PERIOD OF AGREEMENT

This MoU will be effective when signed by both parties and will be applicable in the territory of Qatar.

This MoU may be amended at any time by the mutual written consent of the parties. The parties will review this MoU at least once every two years to determine whether



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it should be revised, renewed, or cancelled. Either party may terminate this agreement by providing 90 days' written notice to the other party.

This MoU constitutes the entire Agreement between the parties for its stated purpose, and no modification or addition will be valid unless signed by the parties and appended to this agreement.

Signed on behalf of

ASHGHAL, PUBLIC WORKS AUTHORITY
Doha (Qatar)
Date

SANTA & COLE NEOSERIES, S.L.
Barcelona (Spain)
Date