

DRAFT AGREEMENT

COLLABORATION AGREEMENT BETWEEN THE INTERNATIONAL OLIVE COUNCIL AND ... WITHIN THE FRAMEWORK OF

Made at Madrid on 2008

BETWEEN

Of the one part, the International Olive Council, hereinafter referred to as the IOC, represented by its Executive Director, Mr Mohammed Ouhmad Sbitri,

Of the other part, the, with registered offices at, represented by Mr, with tax identification number,

Both parties mutually recognising they have sufficient legal capacity to enter into this collaboration agreement,

WITNESSETH:

1. Whereas the objectives pursued by the IOC through its Promotion Division include the proposal and implementation of activities to promote olive oil and table olives in compliance with the provisions of article 30 of the International Agreement on Olive Oil and Table Olives, 2005;

2. Whereas intends to carry out activities to promote olive growing and olive products within the framework of

3. Whereas the IOC and have deemed it appropriate to provide support for various activities to promote olive oil during the

Now, therefore, the two parties enter into this Collaboration Agreement and hereby agree as follows:

ONE. OBJECT OF AGREEMENT

The object of this Collaboration Agreement is to promote olive oil and olive growing by carrying out.....

TWO. ACTIVITIES FOR IMPLEMENTATION

The following activities/action shall be carried out within the framework of, in accordance with the proposal attached in the Annex:

....

....

THREE. OBLIGATIONS OF THE IOC

The IOC shall, for the purposes of the proper fulfilment of the object of this Collaboration Agreement, undertake:

1. To participate in the activity/action
2. To collaborate in this project by contributing the amount of euros (..... euros), inclusive of value-added tax (VAT).

FOUR. OBLIGATIONS OF

The shall, for the purposes of the proper fulfilment of the object of this Collaboration Agreement, undertake:

1. To present a technical report on the co-financed activities implemented.
2. To present a financial report specifying all the expenditure incurred.

FIVE. FINANCING AND METHOD OF PAYMENT

1. FINANCING

The financing for the implementation of the activities covered by the object of this Collaboration Agreement shall amount to euros (.....euros).

The IOC shall contribute the amount of euros (..... euros), which may not represent more than 50% of the cost of the co-financed activity. *Such financial contribution shall take the form of a grant in accordance with the provisions laid down in Title VI – GRANTS of the Financial Regulation of the IOC and in the call for proposals posted on the IOC website.*

The shall contribute the amount of euros (..... euros) to finance the activities listed in clause two and in the Annex.

2. METHOD OF PAYMENT

After the signature of this Collaboration Agreement, the IOC shall pay the the sum of ... euros (..... euros), representing 50% of the amount of the grant. The remaining 50% shall be paid upon completion of the event and subject to prior presentation of the corresponding definitive invoice(s), accompanied by a technical report and a financial report on the activities carried out.

SIX. PUBLICITY

The collaboration of the IOC shall be declared legibly and expressly, by means of the corporate image of the IOC, on all advertising, promotional material, documents, results, etc disseminated in any form of media.

SEVEN. TERM OF AGREEMENT

This Collaboration Agreement shall be effective from its signature until payment of the invoice(s) referred to in clause five.

EIGHT. AMENDMENT AND TERMINATION

This Collaboration Agreement may be amended by mutual consent of the parties by signing the appropriate addendum thereto, provided such signature takes place before the expiry of the term of the Agreement.

This Collaboration Agreement may be terminated by mutual consent of the parties, or by reasoned decision of one of the parties, which decision shall be notified to the other party, in writing, at least ten days in advance of the planned termination date.

Non-fulfilment of the obligations entered into under this Collaboration Agreement by any one of the parties shall entitle the other party to terminate the Agreement, whereby all the rights acquired by virtue of the Agreement shall be automatically cancelled.

NINE. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Collaboration Agreement shall be governed by the national substantive law of Spain.

The acting parties, hereby waiving any other jurisdiction, agree that any dispute, controversy, issue or claim arising out of the performance or interpretation of this Collaboration Agreement, or relating thereto, directly or indirectly, shall be definitively settled by legal arbitration by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, which shall be responsible for administering the arbitration and designating the arbitrator in accordance with its Rules and Statutes. There shall be one arbitrator.

In addition, the parties expressly undertake to abide by the decision of the arbitrator.

In witness whereof, they hereby signify their acceptance and execute this document in duplicate at the place and date first above written.

ANNEX:

For the International Olive
Council

For

Mohammed Ouhmad Sbitri
The Executive Director

