

AN AGREEMENT made this day the 1st September 2002

BETWEEN

- [1] **EUROPEAN BUREAU OF LIBRARY, INFORMATION AND DOCUMENTATION ASSOCIATIONS** whose principal place of business is at PO Box 43300, 2504 AH The Hague, The Netherlands [“EBLIDA”], and,
- [2] **MARIA JOÃO PEREIRA MONTEIRO** of Rua Cidade Dágen, no 18 - Jardim de Baixo - 200 - 656 Santarém [“The Contractor”]

RECITALS

WHEREAS EBLIDA has entered into a contract with the European Commission to perform various services under a project under the Information Society Technologies Programme known as the PULMAN Project;

AND WHEREAS the Contractor desires to perform and EBLIDA desires to engage the Contractor to perform certain of those services for reward.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1.1 INTERPRETATION

In this Agreement the following words and expressions shall have the following meanings: -

Fee means the consideration as specified in Schedule 1 and paid in accordance with clause 5.

Services means such services specified in Schedule 2 and all and any services as may be required from time to time during the course of this Agreement by EBLIDA from the Contractor for its better or more convenient

performance of EBLIDA's obligations under the PULMAN Contract.

PULMAN Project means the Public Libraries Mobilising Advanced Networks project, a project funded by the European Commission.

PULMAN Contract means the contract between EBLIDA and the European Commission for the PULMAN Project (Contract No: IST-2000-PULMAN 29204) attached as an appendix.

Contractors' Bank Account means the account number NIB: 0007.0204.00206530000.92 [sort code [number] at [Name] Bank, [Name branch] at [address]

1.2

The headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

1.3

Where the context implies words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine.

1.4

The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

1.5

Save in so far as the same have been performed and save as otherwise set out in this Agreement, the representations, warranties, undertakings, indemnities, agreements and other provisions contained in this Agreement shall remain in full force and effect notwithstanding completion.

1.6

References to persons shall include individuals, bodies corporate, unincorporated associations, partnerships and any other trading entity.

1.7

Nothing in this Agreement shall be construed to create any relationship of partnership, agency or employment between any of the parties.

1.8

The invalidity, illegality or un-enforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

1.9

Reference in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as reference to that clause, sub-clause, schedule or paragraph in this Agreement.

1.10

This Agreement and every part of it are governed by and will be construed in accordance with the laws of England.

1.11

The parties to this Agreement submit to the exclusive jurisdiction of the English courts.

1.12

This Agreement contains the entire understanding between the parties and there are no promises, terms, conditions, representations or obligations, oral or written, express or implied other than those contained in this Agreement. This Agreement supersedes all previous agreements and arrangements if any, which shall be deemed to have terminated by mutual consent.

1.13

Any reference to any statutory provision shall be deemed by reference to include any statutory modification or re-enactment of it.

1.14

The rights provided in this Agreement are cumulative and are not exclusive of any rights and remedies provided by law.

2

AGREEMENT

EBLIDA agrees to engage the Contractor to perform and the Contractor

agrees to perform the Services for EBLIDA in accordance with the terms of this Agreement for the Fee.

3

THE DUTIES OF THE CONTRACTOR

3.1

The Contractor agrees during the continuance of this Agreement:-

3.1.1

to act in good faith and with due diligence under the terms of this Agreement;

3.1.2

to take all necessary steps to ensure that the Services and each and every part of them are timeously, safely, diligently and carefully performed and executed;

3.1.3

to ensure all deliverables that may be required by EBLIDA are provided in such manner or format or formats as EBLIDA may from time to time require and in every case are computer readable and accessible and free from any virus;

3.1.4

to ensure that the lay out and style of presentation is consistent with the provisions for deliverables under the PULMAN Contract.

3.2

The Contractor warrants that the Contractor has all the necessary and particular skills, experience, qualifications and expertise that may be required to conduct any or all of the Services under this Agreement and will apply all such skills, experience, qualifications and expertise to the skilful, proper and careful conduct of any or all of the Services under this Agreement.

3.3

The Contractor shall perform the Services within the time limits set out under Schedule 2. Time shall be deemed to be of the essence for performance of the Contractor's obligations under this Agreement.

4

CHANGES TO THE SERVICES

It is agreed that EBLIDA shall be permitted to modify, on written notice to the Contractor and without variation to any other terms of this Agreement, the list or details of Services set out in Schedule 2 but only if and in so far that (a) such modification becomes necessary through a change to any terms of the PULMAN Contract or (b) where such modification arises through any extension of the term of the PULMAN Project.

5

THE FEE

5.1

The Fee is payable in euros to the Contractor's Bank Account and falls due and payable as follows: -

5.1.1

The Fee will be due and payable on the presentation by the Contractor of all claims for payment in compliance with clause 6.1 upon the completion of the Services or on the payment of EBLIDA under the PULMAN Contract, whichever is later; and

5.1.2

All payments made pursuant to paragraph 5.1 of this Agreement shall be made by way of a bankers draft or electronic transfer payable to the Contractor at the Contractor's Bank Account and for the purposes of this clause will be deemed to have been made upon receipt by the Contractor's Bank Account. The Contractor shall bear all costs such as bank charges associated with the bankers draft or electronic transfer of payment(s) of the Fee by EBLIDA.

6

SERVICES MANAGEMENT

The Contractor agrees to: -

6.1

submit claims for the Fee in the form and with such evidence as may be required by the European Commission from time to time under its rules and regulations;

6.2

liaise with EBLIDA on a weekly basis to review the performance of the Services;

6.3

maintain at its address above full and accurate records in respect of its performance of the Services including books of accounts for EBLIDA and will keep detailed management and accounting records including all supporting vouchers, invoices and delivery notes and shall on demand by EBLIDA or on termination forward at its expense all such records to EBLIDA and submit to and cooperate with any audit as may be required by EBLIDA from time to time;

6.4

ensure all written and oral communication with EBLIDA and any written or oral performance of the Services uses English as working language.

7

DURATION

7.1

This Agreement will begin on the date of this Agreement.

7.2

This Agreement will continue until terminated as provided under clause 8.

8

TERMINATION

8.1

This Agreement may be terminated by EBLIDA upon giving the Contractor one month's notice in writing in any of the following events:

8.1.1

if the Contractor purports to effect any assignment of any of the rights or obligations under this Agreement other than in accordance with the terms hereof;

8.1.2

if the Contractor or any officer, director or employee of Contractor gives to EBLIDA any false or misleading information or makes any

misrepresentation in connection with obtaining this Agreement or at any time during the continuance of this Agreement in connection with the Services or the performance of this Agreement;

8.1.3

if the Contractor otherwise neglects or fails to perform or observe any of the provisions of this Agreement or commits any breach of its obligations hereunder, (which breach, if remediable, is not remedied to the satisfaction of EBLIDA within 14 days of a notice in writing to the Contractor requesting its remedy) provided that EBLIDA shall not be obliged to give such notice in the case of a persistent breach which shall be one which has occurred more than 3 times in any 1 month period.

8.2

This Agreement shall automatically terminate without notice being given in any of the following events:

8.2.1.

on the complete performance of the Services by the Contractor as set out in Schedule 2 or on 31st March 2003 whichever is sooner;

8.2.2

if either Party shall become insolvent by reason of its inability to pay its debts as they fall due or shall enter into a liquidation whether voluntary or compulsory other than for the purposes of a reconstruction or amalgamation or shall make any arrangement or composition with its creditors or shall have a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt;

8.2.3

On the cancellation or termination of the PULMAN Contract.

9

CONSEQUENCES OF TERMINATION

9.1

Save as provided under clause 9.2, the termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

9.2

In the event of the termination of the PULMAN Contract under clause 8.2.3, the liability of EBLIDA under this Agreement to the Contractor shall be limited to a proportionate part of any payment paid under the PULMAN Contract Annex II article 8.7 to EBLIDA as is attributed to that part of the PULMAN Contract actually performed by the Contractor.

10

REPRESENTATIONS OVER STATUS

Save with express written consent of the other, neither party shall pledge the credit of the other nor commence legal proceedings in the other's name, nor represent itself as being the other nor an agent, partner, employee or representative of them and will not hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other party.

11

INTELLECTUAL PROPERTY RIGHTS

11.1

Any result, whether being capable of being protected as intellectual property rights or not, obtained by the Contractor in the performance of this Agreement shall be owned by EBLIDA, which may use them as it sees fit, subject to any pre-existing industrial or intellectual property rights.

11.2

Any intellectual property rights created for on in providing the Services shall be the property of EBLIDA.

11.3

The Contractor shall identify in writing any intellectual property rights owned or controlled by the Contractor prior to the start of this Agreement whose use is necessary for the provision of the Service. Such intellectual property rights, if so identified and notified in writing, will be excluded from EBLIDA's deemed ownership provisions under this Agreement.

11.4

The Contractor hereby waives all moral rights in respect of any works pursuant to this Agreement.

12

ASSIGNMENT AND SUBCONTRACTING

The benefit and obligations under this Agreement shall not be assigned by either party except with the written consent of the other. Subject to the undertaking as to quality of work delivered under clause 3.2, the Contractor may subcontract any of its obligations under this Agreement with the consent of EBLIDA, such consent shall not be unreasonably withheld or delayed.

13

INDEMNITY

The Contractor hereby agrees and undertakes fully and effectively to indemnify and keep EBLIDA indemnified as well after as before the expiry or termination hereof for and against all damages, loss, claims, demands, expenses (including legal or professional expenses), costs and liabilities which EBLIDA may at any time incur as a result of any breaches by the Contractor of its obligations or any other provisions of this Agreement.

14

FORCE MAJEURE

Neither party shall be responsible to the other party for any delay in performance or non-performance under this Agreement due to causes beyond the reasonable control of the parties hereto, but the affected party will promptly upon occurrence of any such cause notify the other party in writing, stating that such cause has delayed or prevented the performance hereunder and thereafter such parties shall take all action within its power to comply with the terms of this Agreement as fully and as promptly as possible.

15

CAPACITY

Both parties warrant that they have the requisite authority and capacity to enter into this Agreement.

16
NOTICES

All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail and fax; (b) 14 days after the date of posting in the case of a recorded delivery:

If to EBLIDA:

Teresa Hackett, Director
EBLIDA
PO Box 43300
2504 AH The Hague
The Netherlands

Fax: 0031-70-3090708
E-mail: eblida@nblc.nl

If to the Contractor

Maria João Pereira Monteiro
Rua Cidade Dágen, no 18
Jardim de Baixo 200 - 656
Santarém
Portugal

Fax:
E-mail:

17
EXPERT

17.1

Any dispute under or arising out of this Agreement shall be referred to an expert, who shall be such person as may be appointed by agreement between the parties, or, in default of such agreement, nominated on the application of any party by the Head of the Cultural Heritage Applications Unit of the European Commission.

17.2

Any person to whom a reference is made under clause 17.1 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing stating his reasons therefore) shall be final and binding on the parties.

17.3

Each party shall provide the expert with information as he may reasonably require for the purposes of his determination.

17.4

The costs of the expert shall be borne in such proportions as the expert may determine to be fair and reasonable in all the circumstances or, if the expert makes no determination, by the parties in equal proportions.

SCHEDULE 1 - THE FEE

1. Subject to 2 hereof the Fee charged by the Contractor shall be 90 euro per day worked for the work undertaken by the Contractor under this Agreement.
2. The fees charged by the Contractor shall not exceed 154 days (irrespective of days worked) and shall include all expenses.
3. All sums payable under this Agreement are inclusive of VAT.

SCHEDULE 2 - THE SERVICES

The Contractor is responsible for the local organisation of the PULMAN policy conference that will be held in Tagus Park, Oeiras on 13 and 14 March 2003.

The Contractor shall by the time set out below perform the services and deliver the following deliverables to EBLIDA: -

Deliverable	Deliverables	Deadline
Co-ordination and liaison with EBLIDA	Weekly e-mail report on activities	starting 15 October 2002 until 31 March 2003
Conference administration including but not limited to: <ul style="list-style-type: none"> • Liaison with Antwerp re. invitation of participants • Invitations • Information to participants on visa regulations • Administration of registrations • Liaison with participants 	Design of invitations 200 correctly invited guests Bi-weekly reporting on budget expenditure to Antwerp, EBLIDA and Oeiras Bi-weekly report on registration progress to EBLIDA, Antwerp and Oeiras	15 October 2002 1 March 2003 bi-weekly starting 15 October 2002 until 31 March 2003 bi-weekly starting 15 October 2002 until 31 March 2003
Accommodation participants including but not limited to: <ul style="list-style-type: none"> • Liaison with hotels • Division of participants over hotels • Regular liaison with EBLIDA and Antwerp • Liaison with foreign embassies re. accommodation for Ministers 	Written confirmation of arrangements with the hotels Timely payment of hotels Written confirmation of agreements with Embassies for hosting Ministers	1 November 2003 1 February 2003 1 December 2002

Invitation participants (including travel grants, etc.)	200 formally invited participants	1 November 2003
Conference packs including but not limited to: <ul style="list-style-type: none"> • Co-ordination of the necessary documents • Liaison with printer 	Written agreement about printer arrangements List of conference documents Timely delivery of conference packs	1 November 2002 1 January 2003 1 March 2003
All arrangements regarding exhibition including but not limited to: <ul style="list-style-type: none"> • Co-ordination with the venue • Co-ordination with the exhibitors • Co-ordination with EBLIDA 	Written confirmation of arrangements with venue Written confirmation of agreements with exhibitors	1 November 2002 1 February 2003
Conference dinner	Written agreement on dinner arrangement Registration on dietary wishes of participants	1 November 2002 1 February 2003
Conference lunch	Written agreement on dinner arrangement Registration on dietary wishes of participants	1 November 2002 1 February 2003
Organise and co-ordinate social events	Proposal for social events Written agreements with the involved parties	1 November 2002 1 January 2003

Full co-ordination with venue (Tagus Park, Oeiras) including but not limited to: <ul style="list-style-type: none"> • Logistics • Tea, coffee etc. • Rooms • Communication • Technical personnel • Decoration 	Written confirmation of venue reservation	1 November 2002
	Written confirmation of break arrangements agreements	1 January 2003
	Written confirmation of decoration agreements	1 January 2003
	Written confirmation of technical personnel agreements	1 January 2003
Full co-ordination with Oeiras Municipality including but not limited to: <ul style="list-style-type: none"> • Contacts with local police 	Written confirmation of arrangements with local police	1 February 2003
Transport of the participants to and from the hotels to the venue	Written transportation schedule	1 February 2003
	Written confirmation of agreements with the transport company	1 January 2003
Drinks (Thursday evening)	Written confirmation of agreements	1 February 2003
Arrangement of speaker requirements in liaison with EBLIDA	Written confirmation of agreements	1 February 2003
Arrangement of workshop requirements in liaison with EBLIDA	Written confirmation of agreements	1 February 2003

Organisation of information point for special issues during conference (eg. First aid, tourist information on Lisbon etc.)	Written confirmation of information point arrangements and agreements with venue	1 February 2003
Produce and disseminate certificate of attendance to participants	Designed certificate Written confirmation of arrangements with printer 200 printed certificates	1 February 2003 1 February 2003 28 February 2003
Conference registration	Database with 200 registered participants	1 March 2003
Badges for participants	Written agreement on the badge arrangements with involved parties 230 badges with participants names and organisations	1 February 2003 1 March 2003
Conference bags including but not limited to: <ul style="list-style-type: none"> • Inventory of costs • Ordering of bags • Co-ordination of material for bags 	Written agreement about bag arrangements Bag design Timely delivery of bags	1 February 2003 1 February 2003 1 March 2003
Active participation during conference including but not limited to: <ul style="list-style-type: none"> • Hostess tasks (eg. Guidance of people to rooms, reception participants and VIPs) • Supervising the cleaning services (e.g. 		13 and 14 March 2003

clean toilets and ashtrays)		
Establish and execute marketing plan at local and national level, including but not limited to: <ul style="list-style-type: none"> • Local and national press releases • Press conference • Dissemination of results after the conference • PR and media contacts during the conference 	Press releases pre conference Press conference Post conference press release Design and timely delivery of post conference documents	1 March 2003 13 March 2003 20 March 2003 30 March 2003
Finalise the conference payments, invoices, etc. after the conference in liaison with Oeiras, EBLIDA and Antwerp	Final report	31 March 2003

APPENDIX

Copy of the PULMAN Contract

IN WITNESS WHEREOF WE, THE PARTIES HERETO, HAVE SET OUR HAND THIS DAY FIRST HEREINBEFORE MENTIONED:

SIGNED by:-

(Signature)

Position:-

For and on behalf of **EUROPEAN BUREAU
OF LIBRARY, INFORMATION AND
DOCUMENTATION ASSOCIATIONS**

WITNESSED by:-

(Signature)

Position:-

Address:-

SIGNED by:-

(Signature)

MARIA JOÃO PEREIRA MONTEIRO

WITNESSED by:-

(Signature)

Position:-

Address:-