

CONVENIO	Cooperación
TIPO	Acuerdo promovido por Guillermo Garrido
PARTES	Fundación Eco Espacio
FIRMANTES	Sonia Chapman Enrique MARTINEZ
FECHA FIRMA	30-06-10
VIGENCIA	

## SPECIALIZED CONSULTANCY SERVICES AGREEMENT

By this private instrument and in strict compliance with the law, the Parties:

A) On one side Ing. ENRIQUE MARIO MARTINEZ, resident and domiciled in the city of Buenos Aires identified Enrollment Book No. 4598778, who in his condition of president and legal representation of the National Institute of Industrial Technology, INTI, with legal domiciled is located in the city of Buenos Aires at the 7th floor of Avenida Leandro Niceforo ALEM No. 1067, hereinafter referred to as the **CONTRACTING PARTY**; and

B) on the other side, SONIA CHAPMAN<sup>1</sup> resident and domiciled in the city of São Paulo identified Enrollment Book No. 12450248287, who in her condition of president and legal representation of **FUNDAÇÃO ESPAÇO ECO**, a legal entity governed by private law, with head office at Estrada Ribeirão do Soldado, 230 - Bairro Botujuru – São Bernardo do Campo/SP, Zip code 09822-010, enrolled in the CNPJ under number 07.689.082/0001-72, hereinafter referred to as the **CONTRACTED PARTY**, the parties, jointly or individually referred to as the Parties or Party, hereby represented by their undersigned legal representatives, have mutually agreed to execute this Specialized Services **AGREEMENT** (“**AGREEMENT**”), that shall be governed by the following clauses and conditions:

### FIRST CLAUSE – PURPOSE OF THE AGREEMENT

1.1 The purpose of this **AGREEMENT** is the rendering of the following services of Eco-Efficiency Analysis:

1. Training in the Tool of Ecoefficiency Analysis at Espaço Foundation;
2. Dynamics of sensitization;
3. Pilot case executed by INTI to a third party (data collection should be executed by INTI): technical support of the Foundation for data treatment or
4. Pilot case executed by INTI to center(s) of INTI (data collection should be executed by INTI): technical support of the Foundation for data treatment


1.2 Any service other than the above described services requested by the **CONTRACTING PARTY** shall be subject matter of previous written agreement between the Parties.

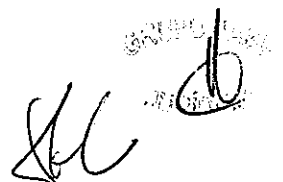
1.3 This **AGREEMENT** does not provide for any employment or corporate relationship, or relationship of any other nature between the Parties; the **CONTRACTING PARTY** shall not hold, directly or indirectly, any liability in relation to the **CONTRACTED PARTY** or to its personnel engaged to execute the services under this agreement.

### SECOND CLAUSE – PRICE, PAYMENT CONDITIONS AND TERM

2.1 The **CONTRACTING PARTY** shall pay to the **CONTRACTED PARTY** the total fixed and not subject to readjustment value for the services under this agreement.

Value for the Services

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Description	Dedication Time	Investment (U.S. \$)
<ul style="list-style-type: none"> <li>• Training Tool in the Fundación Espaço ECO</li> </ul>	15 - 20 day	No charge
<ul style="list-style-type: none"> <li>• Dynamic of sensibilization</li> </ul>	2 days	Travel costs (as described in clause 2.5) + US\$ 2900,00 (elaboration of the training + execution)
<ul style="list-style-type: none"> <li>• Test case implemented by INTI to a third (data collection performed by INTI): the Foundation will provide assistance support for the processing data. The dedication time depends of the features of the test case.</li> </ul>		\$ 39,00/day (considering <u>2,8 hours per week</u> or <u>0,6 hours per day</u> dedicated to the project)
<ul style="list-style-type: none"> <li>• Test case executed by INTI for the INTI investigations centers (data collection performed by INTI): the Foundation will provide assistance support for the processing data. The dedication time depends of the features of the test case.<sup>2</sup></li> </ul>		\$ 39,00/day (considering <u>2,8 hours per week</u> or <u>0,6 hours per day</u> dedicated to the project)

2.2 The agreed price includes all costs arising from the rendering of services, as well as the social, labor, fiscal and other charges arising from the services execution.

2.3 The payment shall be made by the **CONTRACTING PARTY** as follows:

- 50% in the act of contracting ;
- 30% 60 days after beginning;
- 20% at the end of the work carried out

2.3.1 The **CONTRACTED PARTY** must submit the invoices to the **CONTRACTING PARTY** up to 10 days prior to the maturity date.

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2.4 In case of changes in the scope of the **AGREEMENT** or execution of additional services, at the request of the **CONTRACTING PARTY**, which require additional time allocation of the **CONTRACTED PARTY**'s professional staff, the latter shall submit a complementary services invoice, which will be based on a value previously agreed between the Parties.

2.5 The additional expenses necessary to carry out the services, such as expenses incurred with travel, sojourn, meal, transport, engagement of external researchers, among others, shall be reimbursed by the **CONTRACTING PARTY** through the presentation of a debit note in up to 30 (thirty) days from their payment date, provided that the **CONTRACTED PARTY** has previously submitted said expenses for approval.

2.6 The delay in payment shall be subject to arrears interests of 1% (one per cent) per month, calculated *pro rata die*, plus a penalty of 2% (two per cent).

### THIRD CLAUSE - TERM

3.1 The completion of the Eco-Efficiency Analysis as well as the respective reports shall not exceed 60 days after the receipt of all data required for the **CONTRACTING PARTY** analysis.

3.1.1 The **CONTRACTED PARTY** shall not be responsible for any delay arising from changes or re-orientation of work requested by the **CONTRACTING PARTY**, or resulting from activities under the responsibility of the **CONTRACTING PARTY**, which impact the services schedule.

3.2 Any extension or change to the initially set deadline or project shall be formally agreed between the Parties.

3.3 The obligations undertaken by the Parties under this **AGREEMENT** shall only terminate upon their full and legal compliance, irrespective of the duration of the **AGREEMENT**.

### FOURTH CLAUSE - OBLIGATIONS OF THE CONTRACTED PARTY

4.1 The obligations of the **CONTRACTED PARTY** are:

4.1.1 To execute the services diligently and timely, ensuring their good quality;

4.1.2 To strictly comply with the work schedule agreed with the **CONTRACTING PARTY** under this **AGREEMENT**;

4.1.3 To provide, at its own expense and risk, all the material required for the perfect execution of the services;

4.1.4 To make arrangements for the replacement of any of its employees whose conduct violates the internal guidelines of the **CONTRACTING PARTY**, or at its simple request;

4.1.5 To ensure the safekeeping and maintenance of the equipment and premises made available by the **CONTRACTING PARTY** for the execution of the services;

4.1.6 To strictly observe the time schedules for the execution of services set under mutual agreement of the Parties;

4.2 The **CONTRACTED PARTY** shall be the sole and full responsible for all tax, labor and social security charges arising from the execution of services, and shall submit to the **CONTRACTING PARTY**, whenever requested, the receipts corresponding to those payments.

4.2.1 The **CONTRACTED PARTY** is irrevocably liable for any labor claims or any actions of administrative or judicial nature, including those arising from employment related accidents which are brought by its employees, representatives or associates against the **CONTRACTING PARTY** at any time under whatever purpose.

4.2.2 The **CONTRACTED PARTY** is exclusively responsible for all and any damages or losses proven to have been caused to third parties and proven to have occurred by virtue of the execution of this **AGREEMENT**.

#### **FIFTH CLAUSE – OBLIGATIONS OF THE CONTRACTING PARTY**

5.1 The obligations of the **CONTRACTING PARTY** are:

5.1.1 To make the payments in accordance with the prices and conditions under this contract in consideration for services rendered.

5.1.2 To provide the **CONTRACTED PARTY** with any technical or administrative clarifications which are made necessary for carrying out the engaged services.

5.1.3 To take the necessary decisions in order not to cause delay or stoppage in services.

5.1.4 To provide the **CONTRACTED PARTY** any credentials required to render the services.

#### **SIXTH CLAUSE – ASSIGNMENT, TRANSFERENCE AND SERVICES OUTSOURCING**

6.1 This **AGREEMENT** is executed *intuitu personae*, and therefore the services must be rendered exclusively by the **CONTRACTED PARTY**.

6.2 By virtue of the nature of this **AGREEMENT**, its partial or total assignment, transference and outsourcing are prohibited.

#### **SEVENTH CLAUSE – SECRECY AND CONFIDENTIALITY**

7.1 The Parties shall use the material and / or information obtained by virtue of the execution of the **AGREEMENT (CONFIDENTIAL INFORMATION)** solely and exclusively for the purposes specified in the referred to instrument and therefore may not use them for other purposes, nor assign or disclose them to third parties without the prior consent of the other Party, throughout the validity of this **AGREEMENT**.

7.1.1 The information / material, to be considered **CONFIDENTIAL INFORMATION** under this contract and therefore subject to the responsibilities described in this clause, the confidential information written or contained in tangible physical media must be marked confidential and the verbal information must be identified as confidential at the time of its disclosure.

7.1.2 The confidentiality obligations defined in this clause are also applicable to any data, information or details of fabrication and operation of the **CONTRACTING PARTY** which come into the **CONTRACTED PARTY** knowledge, relative to patented methods of manufacture and / or trading or which are production or business secret, hereby deemed **CONFIDENTIAL INFORMATION**.

7.2 The Parties must ensure that the **CONFIDENTIAL INFORMATION** is permanently protected against misuse and / or unauthorized disclosure, and are responsible for the reimbursement of all and any loss arising from undue disclosure.

7.3 The Parties must warn the members of their teams who will have access to the **CONFIDENTIAL INFORMATION** in respect of the compliance with the provisions under this **AGREEMENT**;

7.4 The secrecy obligations on the **CONFIDENTIAL INFORMATION** provided for in this **AGREEMENT** shall survive even in case of early termination, and shall be in force for the period of 5 years from the date of its termination.

#### **EIGHTH CLAUSE – TERMINATION**

8.1 This **AGREEMENT** may be terminated unilaterally and without cause at any time by either party, without any indemnification charge and / or penalty, through written communication in advance of 30 (thirty) days and the corresponding offsetting of accounts relative to the services rendered and to the payments.

8.2 The **CONTRACTING PARTY** may consider this **AGREEMENT** lawfully terminated, irrespective of notification or court order, upon the occurrence of any of the following assumptions:



- a) violation of any of the clauses and conditions of this **AGREEMENT** by the **CONTRACTED PARTY**, which is not remedied within 05 (five) business days to be counted from the express communication of the fact;
- b) proven negligence, malpractice or incaution in the organization, administration and / or execution of the services by the **CONTRACTED PARTY**;
- c) stoppage of the engaged services, without fair reason and / or without prior agreement of the **CONTRACTING PARTY**;
- d) total dissolution, agreement with creditors or bankruptcy, adjudicated or enacted of the **CONTRACTED PARTY**;
- e) alteration in the stock control or corporate purpose or structure of the **CONTRACTED PARTY**, which directly or indirectly interferes or may interfere in the normal compliance with this **AGREEMENT** and its annexes.

8.2.1 In case of termination of this **AGREEMENT** by virtue of the events provided for in this clause, by proven fault of the **CONTRACTED PARTY**, it shall be liable before the **CONTRACTING PARTY** for proven losses and damages incurred.

8.3 In any event of early termination of this **AGREEMENT**, the **CONTRACTED PARTY** shall be entitled to receive the values corresponding to the services effectively carried out up to the date of the effective termination, in proportion to the period of services rendered, considering the initial deadline scheduled for completion of those services.

8.4 Upon the occurrence of force majeure, the obligations which the Parties are prevented from fulfilling shall be suspended, for as long as the event exists, committing to resume their compliance as soon the occurrence herein addressed stops.

8.4.1 If the event of force majeure is extended for more than ten (10) days from the date of its occurrence, either Parties shall have the right to terminate this **AGREEMENT** without any charge.

## NINTH CLAUSE - COMMUNICATIONS

9.1 All and any communication relative to this **AGREEMENT** must be sent in English or Spanish language.

9.2 All and any communication relative to this **AGREEMENT** must be sent to the Parties as follows:

9.2.1 If to the **CONTRACTING PARTY**: Ing. ENRIQUE MARIO MARTINEZ  
(presidencia@inti.gov.ar) – INTI–Instituto Nacional de Tecnología Industrial

9.2.2 If to the **CONTRACTED PARTY**: SONIA CHAPMAN  
(sonia.chapman@basf.com)- Fundação Espaço ECO's President




**TENTH CLAUSE - GENERAL PROVISIONS**

10.1 Neither party may hire professionals engaged by the other party during the term of this **AGREEMENT**, and up to six subsequent months, without the prior written consent of the other party.

10.2 The **CONTRACTED PARTY** itself, through its attorneys in fact, employees and any subcontractors, may not use names, trademarks, distinctive signs and colors, as well as any other means of identification of the **CONTRACTING PARTY** and its products and services, except under its full consent.

10.3 The **CONTRACTED PARTY** is responsible for all acts, facts, actions and omissions, proven to arise from its behavior and / or behavior of its employees and other individuals or corporate entities directly or indirectly connected to it, which result in violation of this **AGREEMENT**.

10.4 It is hereby expressly and irrevocably agreed that the non exercise by the parties of any rights or authority under this **AGREEMENT**, or the tolerance with delays in the fulfillment of obligations, shall not be deemed novation nor shall affect those rights or authority which may be exercised at any time, nor shall amend the conditions agreed in this **AGREEMENT**.

10.5 The **CONTRACTED PARTY** declares to be fully aware of all factors and conditions that may affect the execution of the contracted services, and may not bring any claim based on lack of knowledge about those conditions and factors.

10.6 This **AGREEMENT** is binding upon the parties, its heirs and successors to any purpose.

10.7 This **AGREEMENT** constitutes the entire agreement between the parties in respect of the subject matter addressed herein and supersedes, replaces and revokes any prior understandings, negotiations and agreements.

10.8 If any provision of this **AGREEMENT** is considered void, this fact shall not entail the nullity of the **AGREEMENT** or the clause where the nullity is inserted.

10.9 The **CONTRACTED PARTY** is prohibited to use this **AGREEMENT** as guarantee in banking and/or financial transactions of any nature, as well as to make discount operation, negotiate, transfer or in any way assign the credits arising from the execution of this **AGREEMENT** to financial institutions, factoring companies or third parties without the prior and express authorization of the **CONTRACTING PARTY**.

10.10 The parties declare that this **AGREEMENT** is executed under their own free will and in good faith, and that they intend to continue, throughout the execution of this **AGREEMENT**, under the same spirit of good faith employed in its elaboration and signature.



Handwritten signature and stamp. The stamp contains the text "SANTO DOMINGO" and "JUDICIAL" in a circular arrangement around a central mark.

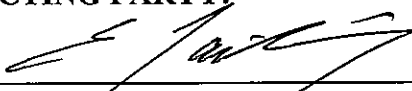
**ELEVENTH CLAUSE - APPLICABLE LAW AND JURISDICTION**

11.1 The parties agree that if disputes arise over the interpretation, application or violation of the obligations contained in this instrument, shall be resolved by the parties by mutual agreement. If the conflict persists, the parties shall appoint one arbitrator jointly by agreement.

11.2 It is agreed that for all legal purposes the address will be the legal domiciled of each party.

IN WITNESS WHEREOF, the **PARTIES** execute this instrument in 02 (two) copies of the same text to all legal purposes and also authentic in the city of Sao Pablo, Brasil, and the city of Buenos Aires, Argentina.

**CONTRACTING PARTY:**

  
\_\_\_\_\_  
Enrique Mario Martinez  
INTI - Instituto Nacional de Tecnología Industrial

Date: 30/06/10

**CONTRACTED PARTY:**

  
\_\_\_\_\_  
Sonia Chapman  
FUNDAÇÃO ESPAÇO ECO

Date: 23/03/10

**Witnesses:**

1.- \_\_\_\_\_  
Name:  
ID:

2.- \_\_\_\_\_  
Name:  
ID: