

<p>Renginių ciklo organizavimas trijuose Japonijos miestuose Osakoje, Nagojoje ir Tokijuje, 2015 liepos 21-23 d.</p>	<p>Organization of a Series of Work Seminars (Roadshow) in Japanese Cities Osaka, Nagoya, and Tokyo between 21-23 July 2015</p>
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<p>VIEŠOJO PIRKIMO-PARDAVIMO SUTARTIS NR. 2015/57/B 2015-06-22 s. 91</p>	<p>PROCUREMENT CONTRACT No. 2015/57/B 2015-06-22 s. 91</p>
<p>Ši Viešojo pirkimo-pardavimo sutartis (toliau – „Sutartis“) yra sudaryta tarp Latvijos turizmo plėtros agentūros, registracijos nr. 90000431840, adresas: Brivibas iela 55, Riga, LV-1519, atstovaujamos Inese Sirava (Inese Širava), laikinai einančios direktoriaus pareigas ir veikiančios pagal 2012 metų liepos 24 dienos Latvijos Respublikos Ministrų kabineto nuostatus Nr. 499 „Latvijos turizmo plėtros agentūros nuostatai, Valstybinio turizmo departamento prie Lietuvos Respublikos ūkio ministerijos, registracijos nr. 188708758, adresas: Gedimino pr. 38, LT-01104 Vilnius, Lietuva, atstovaujamo direktorės Jurgitos Kazlauskienės, veikiančios pagal Valstybinio turizmo departamento nuostatus, Enterprise Estonia (estų kalba: Ettevõtluse Arendamise Sihtasutus), oficialios buveinės adresas: Lasnamäe 2, 11412 Tallinn, Estija, identifikacinis kodas 90006006, atstovaujamos direktoriaus Tarmo Mutso (toliau bendrai vadinami „Perkančiosios organizacijos“, ir kiekviena atskirai – „Perkančioji organizacija“) ir Foresight Marketing Co., Ltd. (Reg. Nr. 0104-01-085705), iš Rytų Tokijo, 5F, 3-9-11 Higashi Nihonbashi, Chuo-ku Tokyo 104-0003, atstovaujamos generalinio direktoriaus Shigeyoshi Noto, veikiančio pagal įmonės įstatus (toliau šiame tekste – „Paslaugų teikėjas“). Taigi Šalys šia Sutartimi sutaria dėl:</p>	<p>This Procurement Contract (hereinafter – the Contract) is made and entered into by and between the state supervised institution Latvian Tourism Development Agency, Reg. No. 90000431840, address: Brivibas iela 55, Riga, LV-1519, duly represented by its Deputy CEO Inese Sirava (<i>Inese Širava</i>) acting under the Republic of Latvia Cabinet Regulation No. 499 of 24 July 2012 Regulations of the Latvian Tourism Development Agency, State Department of Tourism under the Ministry of Economy of the Republic of Lithuania, Reg. No. 188708758, address: Gedimino pr. 38, LT-01104 Vilnius, Lithuania, duly represented by its Head Jurgita Kazlauskienė acting under the Regulations of the Department, and the Enterprise Estonia (in Estonian: Ettevõtluse Arendamise Sihtasutus), registered office address: Lasnamäe 2, 11412 Tallinn, Estonia, identity code 90006006, represented by Director Mr. Tarmo Mutso (hereinafter collectively referred to as “Contracting Authorities” and each individually as a “Contracting Authority”) and Foresight Marketing Co., Ltd. (Reg. No. 0104-01-085705), From East Tokyo 5F, 3-9-11 Higashi Nihonbashi, Chuo-ku Tokyo 104-0003, duly represented by its Managing Director Shigeyoshi Noto acting under the Articles of Association (hereinafter – the Contractor). Therefore, the parties hereto hereby agree as follows:</p>
<p>1. SUTARTIES OBJEKTAS</p> <p>Paslaugų teikėjas įsipareigoja užtikrinti Renginių ciklą trijuose Japonijos miestuose Osakoje, Nagojoje ir Tokijuje, 2015 liepos 21-23 dienomis, pagal Techninę specifikaciją (1 priedas) ir Pasiūlymą (2 priedas).</p>	<p>1. SUBJECT MATTER OF THE CONTRACT</p> <p>The Contractor undertakes to ensure a series of work seminars (roadshow) in Japanese cities Osaka, Nagoya, and Tokyo between 21 and 23 July 2015 according to the Technical Specification (Annex 1) and Financial Proposal</p>

	(Annex 2).
<p align="center">2. SUTARTIES KAINA</p> <p>Perkančioji organizacija įsipareigoja sumokėti Paslaugų teikėjui sutarties kainą, nurodytą Pasiūlyme, už Sutarties 1 punkte nurodyto darbo atlikimą.</p>	<p align="center">2. CONTRACT PRICE</p> <p>The Contracting Authority undertakes to pay the Contractor the Contract Price stipulated in the Financial Proposal for the performance of work stipulated in Clause 1 of the Contract.</p>
<p align="center">3. ATSISKAITYMAS</p> <p>3.1. Kiekviena Perkančioji organizacija sumokės Paslaugų teikėjui 1/3 (viena trečdalį) Pasiūlyme nurodytos Sutarties kainos, laikantis šios procedūros:</p> <p>3.1.1. Kiekviena Perkančioji organizacija Paslaugų teikėjui sumokės 20 % (dvidešimt procentų) Sutarties kainos per 10 (dešimt) darbo dienų nuo Sutarties pasirašymo (diena, kurią visos Perkančiosios organizacijos pasirašė Sutartį) ir Paslaugų teikėjo sąskaitos-faktūros gavimo;</p> <p>3.1.2. Kiekviena Perkančioji organizacija Paslaugų teikėjui sumokės 80 % (aštuoniasdešimt procentų) Sutarties kainos per 10 (dešimt) darbo dienų nuo Paslaugų teikėjo ataskaitos patvirtinimo ir Paslaugų teikėjo sąskaitos-faktūros gavimo. Valstybinis turizmo departamentas prie Lietuvos Respublikos Ūkio ministerijos ir Estijos turizmo valdyba įgalioja Latvijos turizmo plėtros agentūrą priimti ir patvirtinti Paslaugų teikėjo ataskaitą.</p>	<p align="center">3. SETTLEMENT OF ACCOUNTS</p> <p>3.1. Each Contracting Authority shall pay the Contractor 1/3 (one third) of the Contract Price stipulated in the Financial Proposal under the following procedure:</p> <p>3.1.1. Each of the Contracting Authorities shall pay 20% (twenty percent) of the Contract Price to the Contractor within 10 business days after signing the Contract (the day all Contracting Authorities have signed the Contract) and the receipt of the Contractor's invoice;</p> <p>3.1.2. Each of the Contracting Authorities shall pay 80% (eighty percent) of the Contract Price to the Contractor within 10 business days of confirmation of the Contractor's report and the receipt of the Contractor's invoice. State Department of Tourism under the Ministry of Economy of the Republic of Lithuania and the Estonian Tourist Board shall authorize the Latvian Tourism Development Agency to accept and confirm the Contractor's report.</p>
<p align="center">4. SUTARTIES VYKDYMAS</p> <p>4.1. Bus laikoma, kad Perkančiosios organizacijos įvykdė sutartinius įsipareigojimus po to, kai jos atliks mokėjimus pagal šioje Sutartyje nurodytą procedūrą ir nurodytomis sumomis.</p> <p>4.2. Bus laikoma, kad Paslaugų teikėjas įvykdė sutartinius įsipareigojimus po to, kai jis atliks Sutartis 1 punkte nurodytą darbą.</p>	<p align="center">4. CONTRACT PERFORMANCE</p> <p>4.1. The Contracting Authorities shall be considered to have fulfilled contractual obligations after they have made payments under the procedure and in the amount stipulated in this Contract.</p> <p>4.2. The Contractor shall be considered to have fulfilled contractual obligations after it has performed work stipulated in Clause 1 of the Contract.</p>

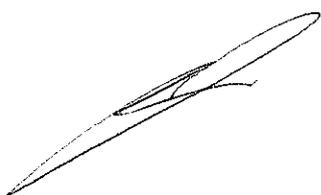
<p>5. UŽSAKYMŲ ĮVYKDYMO KOKYBĖ</p> <p>5.1. Bet kuriai iš Perkančiųjų organizacijų nustačius, kad Sutarties 1 punkte nurodyto darbo atlikimas neatitinka Sutarties nuostatų ir sąlygų, arba jei kuri nors Perkančioji organizacija pagrįstai abejoja dėl užduoties įvykdymo kokybės, tuomet ji turi pranešti Paslaugų teikėjui apie aptiktus neatitikimus ir pagrįsti savopoziciją. Tokiu atveju, abi Šalys sudarys ir pasirašys Trūkumų aktą, kuriame nurodomas neatitikimų ištaisymo laikotarpis, jei juos įmanoma ištaisyti.</p> <p>5.2. Paslaugų teikėjas įsipareigoja ištaisyti neatitikimus, nurodytus Šalių pasirašytame sertifikate, be papildomo mokesčio.</p>	<p>5. QUALITY OF ORDER FULFILMENT</p> <p>5.1. Should any of the Contracting Authorities find that performance of work stipulated in Clause 1 of the Contract fails to correspond to the terms and conditions of the Contract or the Contracting Authority has reasonable doubts about the quality of Contract performance, the Contracting Authority shall notify the Contractor of the faults found and substantiate its opinion. In such case both Parties shall draw up and sign Defects Certificate specifying a deadline for elimination of faults, if possible.</p> <p>5.2. The Contractor shall be under the obligation to eliminate the faults specified in the certificate signed by the Parties without extra charge.</p>
<p>6. ŠALIŲ ATSAKOMYBĖ IR BAUDOS</p> <p>6.1. Tokiu atveju, jei Paslaugų teikėjas neatliks darbo, nurodyto šios Sutarties 1 punkte per nurodytą laikotarpį Perkančiosios organizacijos turi teisę nutraukti Sutartį be apmokėjimo ir reikalauti grąžinti išankstinį mokėjimą.</p> <p>6.2. Tokiu atveju, jei Paslaugų teikėjas neužtikrins minimalaus Techninėje specifikacijoje nurodytų dalyvių skaičiaus bet kuriame renginyje, už atitinkamą renginį pagal Pasiūlymą mokama suma bus sumažinta 10 % (dešimt procentų).</p> <p>6.3. Tokiu atveju, jei kuri nors Perkančioji organizacija pavėluos atlikti apmokėjimą, tuomet ši Perkančioji organizacija turės mokėti Paslaugų teikėjui delspinigius, siekiančius 0,1 % (vieną dešimtąją procento) vėluojamos sumokėti sumos už kiekvieną vėlavimo dieną.</p> <p>6.4. Paslaugų teikėjas atsako už tai, kad pagal šią Sutartį atliekamas darbas atitiktų įstatymų ir kitų teisės aktų reikalavimus.</p>	<p>6. LIABILITY OF THE PARTIES AND FINES</p> <p>6.1. In the event that the Contractor fails to perform the work stipulated in Clause 1 of the Contract within the deadline the Contracting Authorities shall have the right to terminate the Contract without payment and request the payback of the advance payment.</p> <p>6.2. In the event that the Contractor fails to ensure the minimum number of participants stipulated in the Technical Specification at any of the seminars, the amount payable for the respective seminar according to the Financial Proposal shall be reduced by 10% (ten percent).</p> <p>6.3. In the event of payment delay by any of the Contracting Authorities the respective Contracting Authority shall pay the Contractor default interest – 0.1% (zero point one percent) of the delayed amount for each day of delay.</p> <p>6.4. The Contractor shall be responsible for the compliance of the work carried out under this Contract to laws and regulations.</p>



<p style="text-align: center;">7. FORCE MAJEURE</p> <p>7.1. Force majeure laikomos ypatingos ir neišvengiamos aplinkybės, kurių nebuvo galima numatyti, išvengti ar paveikti. Įtakos Force majeure apima įvykius, kurių Šalys negalėjo kontroliuoti (stichinės nelaimės, potvyniai, gaisrų protrūkis, ir kitos stichinės nelaimės, taip pat karas ir karinės operacijos, pramonės veiksmai bei kitos aplinkybės, nepriklausančios nuo Šalių valios).</p> <p>7.2. Tokiu atveju, jei bet kuri Šalis visiškai ar iš dalies neįvykdys savo sutartinių įsipareigojimų dėl force majeure aplinkybių, ji privalo nedelsdama apie tai pranešti kitoms Šalims, ir Šalys sutaria dėl tolesnių veiksmų.</p>	<p style="text-align: center;">7. FORCE MAJEURE</p> <p>7.1. Force majeure shall be disastrous or unfortunate circumstances which could not have been anticipated, prevented or affected. Force majeure shall include events beyond the control and responsibility of the Parties (natural disasters, floods, fire outbreak, earthquake and other natural calamities as well as war and military operations, industrial action and other circumstances beyond the control of the Parties).</p> <p>7.2. In the event that any of the Parties fails to fulfil obligations of the Contract fully or partially due to force majeure circumstances, it shall notify other Parties thereof immediately and the Parties shall agree on the course of action.</p>
<p style="text-align: center;">8. SUTARTIES GALIOJIMAS IR PAKEITIMAI</p> <p>8.1. Šalys dėl Sutarties pakeitimų, papildymų ir nutraukimo sutaria raštiškai. Leidžiami tik nedideli Sutarties pakeitimai. Pakeitimai, nurodyti Viešųjų pirkimų įstatymo 67¹ skyriaus 3 straipsnyje laikomi reikšmingais.</p> <p>8.2. Sutartis įsigalioja jos pasirašymo dieną ir galioja iki visiško Šalių įsipareigojimų įvykdymo.</p>	<p style="text-align: center;">8. CONTRACT VALIDITY AND AMENDMENTS</p> <p>8.1. The Parties shall agree on amendments and additions to the Contract and termination thereof in writing. Only insignificant amendments to the Contract shall be permitted. Amendments specified in Section 67¹, Paragraph 3 of the Public Procurement Law shall qualify as significant.</p> <p>8.2. The Contract shall become effective upon being signed and remain valid until complete fulfilment of obligations by the Parties.</p>
<p style="text-align: center;">9. GINČŲ SPRENDIMO TVARKA</p> <p>9.1. Nesutarimus dėl priimtų sutartinių įsipareigojimų Šalys sprendžia derybų keliu. Susitarimas turės būti sudarytas raštu.</p> <p>9.2. Tokiu atveju, jai Šalims nepavyksta susitarti, įstatymų numatyta tvarka ginčas bus sprendžiamas bendrosios kompetencijos Latvijos Respublikos teismuose.</p>	<p style="text-align: center;">9. DISPUTE SETTLEMENT PROCEDURE</p> <p>9.1. The Parties shall solve the differences concerning fulfilment of obligations stipulated in the Contract by way of negotiations. The agreement shall be drawn up in writing.</p> <p>9.2. In the event that the Parties fail to agree, the dispute shall be referred to a court of general jurisdiction of the Republic of Latvia for settlement under the procedure</p>



	laid down by the law.				
10. KITOS NUOSTATOS	10. MISCELLANEOUS				
<p>10.1. Šalys paskirs šiuos atstovus Sutarties vykdymui:</p>	<p>10.1. The Parties shall appoint the following representatives for Contract performance:</p>				
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Perkančiųjų organizacijų</u> <u>Sutarties vykdymo</u> koordinatorė: Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); telefonas: +371 67358139; el. paštas: inguna.zigure@latvia.travel </td> <td style="width: 50%; vertical-align: top;"> <u>Paslaugų teikėjo</u> <u>Sutarties vykdymo</u> koordinatorius: Shigeyoshi Noto; Telefonas: +81-3-6661-2045; Faksas: +81-3-6661-2056; El. paštas: s-noto@ra2.so-net.ne.jp </td> </tr> </table>	<u>Perkančiųjų organizacijų</u> <u>Sutarties vykdymo</u> koordinatorė: Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); telefonas: +371 67358139; el. paštas: inguna.zigure@latvia.travel	<u>Paslaugų teikėjo</u> <u>Sutarties vykdymo</u> koordinatorius: Shigeyoshi Noto; Telefonas: +81-3-6661-2045; Faksas: +81-3-6661-2056; El. paštas: s-noto@ra2.so-net.ne.jp	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Contract Performance</u> <u>Coordinator for the</u> <u>Contracting Authorities:</u> Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); Phone: +371 67358139; E-mail: inguna.zigure@latvia.travel </td> <td style="width: 50%; vertical-align: top;"> <u>Contract</u> <u>Performance</u> <u>Coordinator for</u> <u>the Contractor:</u> Shigeyoshi Noto; Phone: +81-3-6661-2045; Fax: +81-3-6661-2056; E-mail: s-noto@ra2.so-net.ne.jp </td> </tr> </table>	<u>Contract Performance</u> <u>Coordinator for the</u> <u>Contracting Authorities:</u> Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); Phone: +371 67358139; E-mail: inguna.zigure@latvia.travel	<u>Contract</u> <u>Performance</u> <u>Coordinator for</u> <u>the Contractor:</u> Shigeyoshi Noto; Phone: +81-3-6661-2045; Fax: +81-3-6661-2056; E-mail: s-noto@ra2.so-net.ne.jp
<u>Perkančiųjų organizacijų</u> <u>Sutarties vykdymo</u> koordinatorė: Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); telefonas: +371 67358139; el. paštas: inguna.zigure@latvia.travel	<u>Paslaugų teikėjo</u> <u>Sutarties vykdymo</u> koordinatorius: Shigeyoshi Noto; Telefonas: +81-3-6661-2045; Faksas: +81-3-6661-2056; El. paštas: s-noto@ra2.so-net.ne.jp				
<u>Contract Performance</u> <u>Coordinator for the</u> <u>Contracting Authorities:</u> Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); Phone: +371 67358139; E-mail: inguna.zigure@latvia.travel	<u>Contract</u> <u>Performance</u> <u>Coordinator for</u> <u>the Contractor:</u> Shigeyoshi Noto; Phone: +81-3-6661-2045; Fax: +81-3-6661-2056; E-mail: s-noto@ra2.so-net.ne.jp				
<p>10.2. <u>Perkančiųjų organizacijų</u> Sutarties vykdymo koordinatorė, nurodyta šios Sutarties 10.1. punkte, bus atsakinga už Sutarties vykdymo organizavimą <u>Perkančiųjų organizacijų</u> vardu, įskaitant ataskaitos koordinavimą ir jos perdavimą pasirašymui.</p> <p>10.3. Paslaugų teikėjo Sutarties vykdymo koordinatorius, nurodytas Sutarties 10.1 punkte, bus atsakingas už sutartinių įsipareigojimų vykdymą ir Sutarties vykdymo organizavimą Paslaugų teikėjo vardu, ataskaitos parengimą ir jos perdavimą Paslaugų teikėjui pasirašyti bei perdavimą <u>Perkančiųjų organizacijų</u> Sutarties vykdymo koordinatoriui.</p> <p>10.4. Nė viena Šalis neturi teisės perleisti savo sutartinių įsipareigojimų pagal šią Sutartį jokiai trečiajai šaliai be rašytinio kitų Šalių sutikimo.</p> <p>10.5. Visus klausimus, kurie nenumatyti šioje Sutartyje, Šalys spręs pagal galiojančius įstatymus ir teisės aktus.</p> <p>10.6. Ši Sutartis pasirašyta ir ją sudaro () puslapių, įskaitant du priedus: Techninę specifikaciją ir Pasiūlymą. Kiekviena Šalis gauna po vieną Sutarties egzempliorių. Visi pasirašyti Sutarties egzemplioriai turi vienodą juridinę galią. Šalys gali pasirašyti šią Sutartį</p>	<p>10.2. The Contract Performance Coordinator for the Contracting Authorities specified in Clause 10.1 of the Contact shall be responsible for the organization of the Contract performance on behalf of the Contracting Authorities, including coordination of the report and its hand-over for signing.</p> <p>10.3. The Contract Performance Coordinator for the Contractor specified in Clause 10.1 of the Contact shall be responsible for the fulfilment of all obligations laid down in this Contract and the organization of the Contract performance on behalf of the Contractor, preparation of the report and its hand-over to the Contractor for signing as well as hand-over to the Contract Performance Coordinator of the Contracting Authorities.</p> <p>10.4. None of the Parties shall have the right to transfer its obligations arising from this Contract to any third party without written consent of other Parties.</p> <p>10.5. The Parties shall solve all the matters other than those stipulated in the Contract in line with the effective laws and regulations.</p> <p>10.6. The Contract is made and signed on () pages including two annexes: Technical Specification and Financial Proposal. Each of the Parties shall keep one copy of the Contract. All signed copies of the</p>				



elektroniniu parašu įstatymų ir teisės aktų numatyta tvarka.

Contract shall have the same legal effect. The Parties may sign the Contract with electronic signature under the procedure laid down in laws and regulations.

11. ŠALIŲ PARAŠAI

11. SIGNATURES OF THE PARTIES

Perkančiosios organizacijos:

Inese Sirava (*Inese Širava*), laikinai einanti direktorės pareigas, Latvijos turizmo plėtros agentūra:

Contracting Authorities:

Inese Sirava (*Inese Širava*), Deputy CEO of the state supervised institution of the Republic of Latvia, the Latvian Tourism Development Agency:



Parašas *G.Kozinda*



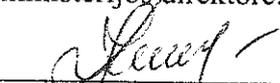
Signature *G.Kozinda*

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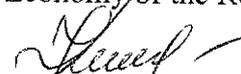
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Jurgita Kazlauskienė, Lietuvos Respublikos Valstybinio turizmo departamento prie Ūkio ministerijos direktorė:

Jurgita Kazlauskienė, Head of the State Department of Tourism under the Ministry of Economy of the Republic of Lithuania:



Parašas



Signature

22-06- 2015

22-06- 2015

Tarmo Mutso, Enterprise Estonia direktorius:

Tarmo Mutso, Director of Enterprise Estonia :



Parašas



Signature

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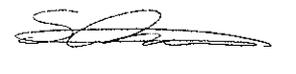
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Paslaugų teikėjas:

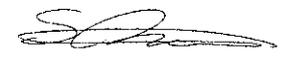
Shigeyoshi Noto, Foresight Marketing Co., Ltd.
Generalinis direktorius:

Contractor:

Shigeyoshi Noto, Managing Director at Foresight Marketing Co., Ltd.:



Parašas



Signature

_____ 2015

_____ 2015

20 July 2015

This Procurement Contract (hereinafter – the Contract) is made and entered into by and between **the state supervised institution Latvian Tourism Development Agency**, Reg. No. 90000431840, address: Brivibas iela 55, Riga, LV-1519, duly represented by its Deputy CEO Inese Sirava (*Inese Širava*) acting under the Republic of Latvia Cabinet Regulation No. 499 of 24 July 2012 Regulations of the Latvian Tourism Development Agency, **State Department of Tourism under the Ministry of Economy of the Republic of Lithuania**, Reg. No. 188708758, address: Gedimino pr. 38, LT-01104 Vilnius, Lithuania, duly represented by its Head Jurgita Kazlauskiene acting under the Regulations of the Department, and the **Enterprise Estonia** (in Estonian: Ettevõtlike Arendamise Sihtasutus), registered office address: Lasnamäe 2, 11412 Tallinn, Estonia, identity code 90006006, represented by Director Mr. Tarmo Mutso (hereinafter collectively referred to as “Contracting Authorities” and each individually as a “Contracting Authority”) and **Foresight Marketing Co., Ltd.** (Reg. No. 0104-01-085705), From East Tokyo 5F, 3-9-11 Higashi Nihonbashi, Chuo-ku Tokyo 104-0003, duly represented by its Managing Director Shigeyoshi Noto acting under the Articles of Association (hereinafter – the Contractor). Therefore, the parties hereto hereby agree as follows:

1. SUBJECT MATTER OF THE CONTRACT

The Contractor undertakes to ensure a series of work seminars (roadshow) in Japanese cities Osaka, Nagoya, and Tokyo between 21 and 23 July 2015 according to the Technical Specification (Annex 1) and Financial Proposal (Annex 2).

2. CONTRACT PRICE

The Contracting Authority undertakes to pay the Contractor the Contract Price stipulated in the Financial Proposal for the performance of work stipulated in Clause 1 of the Contract.

3. SETTLEMENT OF ACCOUNTS

- 3.1. Each Contracting Authority shall pay the Contractor 1/3 (one third) of the Contract Price stipulated in the Financial Proposal under the following procedure:
 - 3.1.1. Each of the Contracting Authorities shall pay 20% (twenty percent) of the Contract Price to the Contractor within 10 business days after signing the Contract (the day all Contracting Authorities have signed the Contract) and the receipt of the Contractor's invoice;
 - 3.1.2. Each of the Contracting Authorities shall pay 80% (eighty percent) of the Contract Price to the Contractor within 10 business days of confirmation of the Contractor's report and the receipt of the Contractor's invoice. State Department of Tourism under the Ministry of Economy of the Republic of Lithuania and the Estonian Tourist Board shall authorize the Latvian Tourism Development Agency to accept and confirm the Contractor's report.

4. CONTRACT PERFORMANCE

- 4.1. The Contracting Authorities shall be considered to have fulfilled contractual obligations after they have made payments under the procedure and in the amount stipulated in this Contract.
- 4.2. The Contractor shall be considered to have fulfilled contractual obligations after it has performed work stipulated in Clause 1 of the Contract.

5. QUALITY OF ORDER FULFILMENT

- 5.1. Should any of the Contracting Authorities find that performance of work stipulated in Clause 1 of the Contract fails to correspond to the terms and conditions of the Contract or the Contracting Authority has reasonable doubts about the quality of Contract performance, the Contracting Authority shall notify the Contractor of the faults found and substantiate its opinion. In such case both Parties shall draw up and sign Defects Certificate specifying a deadline for elimination of faults, if possible.
- 5.2. The Contractor shall be under the obligation to eliminate the faults specified in the certificate signed by the Parties without extra charge.

6. LIABILITY OF THE PARTIES AND FINES

- 6.1. In the event that the Contractor fails to perform the work stipulated in Clause 1 of the Contract within the deadline the Contracting Authorities shall have the right to terminate the Contract without payment and request the payback of the advance payment.
- 6.2. In the event that the Contractor fails to ensure the minimum number of participants stipulated in the Technical Specification at any of the seminars, the amount payable for the respective seminar according to the Financial Proposal shall be reduced by 10% (ten percent).
- 6.3. In the event of payment delay by any of the Contracting Authorities the respective Contracting Authority shall pay the Contractor default interest – 0.1% (zero point one percent) of the delayed amount for each day of delay.
- 6.4. The Contractor shall be responsible for the compliance of the work carried out under this Contract to laws and regulations.

7. FORCE MAJEURE

- 7.1. Force majeure shall be disastrous or unfortunate circumstances which could not have been anticipated, prevented or affected. Force majeure shall include events beyond the control and responsibility of the Parties (natural disasters, floods, fire outbreak, earthquake and other natural calamities as well as war and military operations, industrial action and other circumstances beyond the control of the Parties).
- 7.2. In the event that any of the Parties fails to fulfil obligations of the Contract fully or partially due to force majeure circumstances, it shall notify other Parties thereof immediately and the Parties shall agree on the course of action.

8. CONTRACT VALIDITY AND AMENDMENTS

- 8.1. The Parties shall agree on amendments and additions to the Contract and termination thereof in writing. Only insignificant amendments to the Contract shall be permitted. Amendments specified in Section 67¹, Paragraph 3 of the Public Procurement Law shall qualify as significant.
- 8.2. The Contract shall become effective upon being signed and remain valid until complete fulfilment of obligations by the Parties.

9. DISPUTE SETTLEMENT PROCEDURE

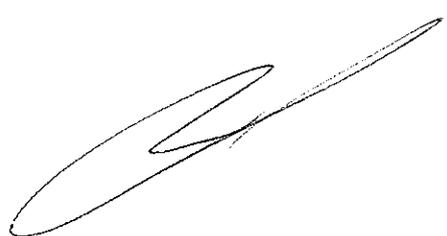
- 9.1. The Parties shall solve the differences concerning fulfilment of obligations stipulated in the Contract by way of negotiations. The agreement shall be drawn up in writing.
- 9.2. In the event that the Parties fail to agree, the dispute shall be referred to a court of general jurisdiction of the Republic of Latvia for settlement under the procedure laid down by the law.

10. MISCELLANEOUS

- 10.1. The Parties shall appoint the following representatives for Contract performance:

<u>Contract Performance Coordinator for the Contracting Authorities:</u> Inguna Zigure-Suonvieri (<i>Inguna Zigure-Suonvieri</i>); Phone: +371 67358139; E-mail: inguna.zigure@latvia.travel	<u>Contract Performance Coordinator for the Contractor:</u> Shigeyoshi Noto; Phone: +81-3-6661-2045; Fax: +81-3-6661-2056; E-mail: s-noto@ra2.so-net.ne.jp
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- 10.2. The Contract Performance Coordinator for the Contracting Authorities specified in Clause 10.1. of the Contract shall be responsible for the organization of the Contract performance on behalf of the Contracting Authorities, including coordination of the report and its hand-over for signing.
- 10.3. The Contract Performance Coordinator for the Contractor specified in Clause 10.1. of the Contract shall be responsible for the fulfilment of all obligations laid down in this Contract and the organization of the Contract performance on behalf of the Contractor, preparation of the report and its hand-over to the Contractor for signing as well as hand-over to the Contract Performance Coordinator of the Contracting Authorities.
- 10.4. None of the Parties shall have the right to transfer its obligations arising from this Contract to any third party without written consent of other Parties.
- 10.5. The Parties shall solve all the matters other than those stipulated in the Contract in line with the effective laws and regulations.
- 10.6. The Contract is made and signed on 9 (nine) pages including two annexes: Technical Specification and Financial Proposal. Each of the Parties shall keep one copy of the Contract. All signed copies of the Contract shall have the same legal effect. The Parties may sign the Contract with electronic signature under the procedure laid down in laws and regulations.



11. SIGNATURES OF THE PARTIES

Contracting Authorities:

Inese Sirava (*Inese Širava*), Deputy CEO of the state supervised institution of the Republic of Latvia, the Latvian Tourism Development Agency:



Signature

G.Kozinda

20 July 2015

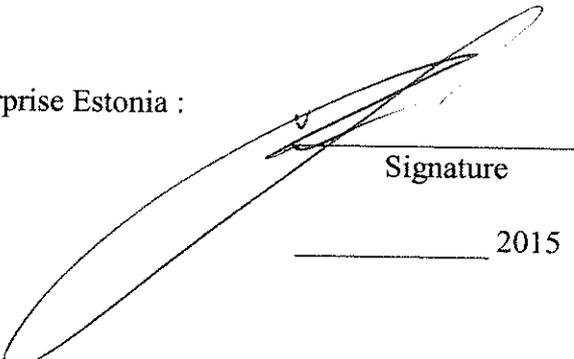
Jurgita Kazlauskienė, Head of the State Department of Tourism under the Ministry of Economy of the Republic of Lithuania:



Signature

2015

Tarmo Mutso, Director of Enterprise Estonia :

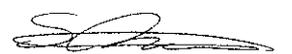


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Contractor:

Shigeyoshi Noto, Managing Director at Foresight Marketing Co., Ltd.:



Signature

18.06.2015

TECHNICAL SPECIFICATION

AIM OF THE PROCUREMENT:

In accordance with the agreement signed by the government of the Republic of Latvia, the government of the Republic of Estonia, and the government of the Republic of Lithuania on cooperation in the area of tourism and tripartite cooperation plan for the implementation of marketing activities on the Japanese tourism market, a series of Baltic tourism work seminars (roadshow) will be organized in three largest Japanese cities: Osaka, Nagoya, and Tokyo between 21 and 23 July 2015.

Each of the cities shall host a work seminar, presentation of the Baltic States, meeting with representatives from tour operators and the media, tourism industry contact exchange and reception.

The Procurement is aimed at promoting the recognition of the Baltic States as a travel destination in the Japanese market.

TECHNICAL DESCRIPTION

21.07. 2015, work seminar in Osaka

Expected number of participants: 50

Seminar venue: representative seminar rooms in the centre of the city

Seminar hours: 14:30–17:00

Audience: Japanese tourism industry experts, airline representatives, professional associations, and media

17:00–19:00 Contact exchange and reception.

22.07.2015, work seminar and lunch in Nagoya

Expected number of participants: 30

Seminar hours: 12:00–14:30

Seminar venue: representative seminar rooms in the centre of the city

Audience: Japanese tourism industry experts, airline representatives, professional associations and media

14:30 Contact exchange.

23.07.2015, work seminar in Tokyo

Expected number of participants: 80

Seminar hours: 15:30–18:00

Seminar venue: representative seminar space in the centre of the city

Audience: Japanese tourism industry experts, airline representatives, professional associations, and media.

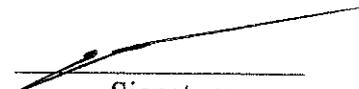
18:00–20:00 Contact exchange and reception.

In order to ensure the series of work seminars (roadshow) in Osaka, Nagoya, and Tokyo the Contractor shall supply the following services:

1. Prepare and distribute the work seminar programme and invitations in Japanese and English;
2. Ensure that the respective professional audience (Japanese tourism industry and the media) is invited and registered for the event;
3. Prepare and disseminate a press release on Baltic events to the Japanese media, promote interest in the Baltic States as an interesting and diverse travel destination;
4. Ensure technically equipped, representative rooms for work seminars: on 21.07.2015 in Osaka for 50 people, on 22.07.2015 in Nagoya for 30 people, on 23.07.2015 in Tokyo for 80 people.
5. Technical equipment: screen, computer, video projector. Arrangement of the seminar hall: theatre style, speaker podium, audio and video support, 3 microphones (1 – by the speaker podium and 2 in the seminar hall for questions);
6. Ensure coffee breaks at work seminars in Osaka, Nagoya, and Tokyo: (tea, coffee, water, snacks). Organize reception after the work seminar in Osaka and Tokyo. Organize business lunch in Nagoya. Additional 3 desks are required for the Baltic tourism product presentation;
7. The Contractor shall upon the coordination with the Latvian Tourism Development Agency ensure the delivery and distribution of the information material at the venue;
8. The Contractor shall within 10 business days after the work seminar prepare and submit to the Latvian Tourism Development Agency a report on the seminar including the list of participants at each of the seminars and the institutions they represent as well as the feedback and suggestions of the seminar participants (if any) for similar events.

Work seminar working language: Japanese and English.

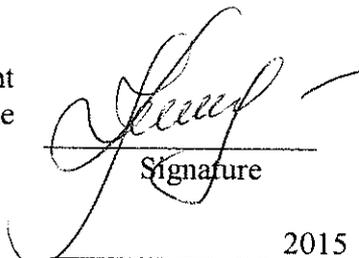
Inese Sirava (*Inese Širava*), Deputy CEO of the state supervised institution of the Republic of Latvia, the Latvian Tourism Development Agency:


Signature

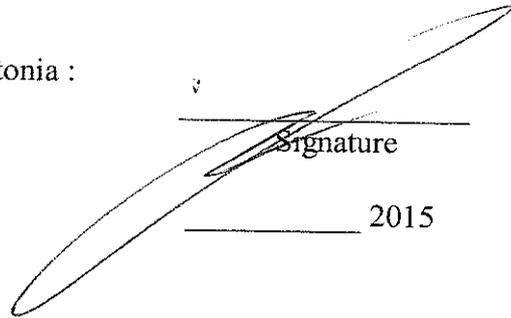
G.Kozinda

20 July 2015

Jurgita Kazlauskienė, Head of the State Department of Tourism under the Ministry of Economy of the Republic of Lithuania:


Signature
2015

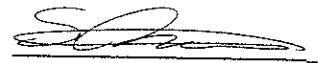
Tarmo Mutso, Director of Enterprise Estonia :



Signature

2015

Contractor:
Shigeyoshi Noto, Managing Director at Foresight
Marketing Co., Ltd.:



Signature

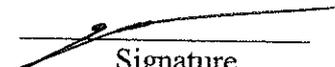
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FINANCIAL PROPOSAL

No.	Activity	Price EUR (excl. VAT)
1.	On 21.07. 2015, work seminar in Osaka Expected number of participants: at least 50	EUR
2.	On 22.07.2015, work seminar and lunch in Nagoya Expected number of participants: 30-40	EUR
3.	On 23.07.2015, work seminar in Tokyo Expected number of participants: at least 80	EUR
Total contract price:		29,000 EUR

Contracting Authorities:

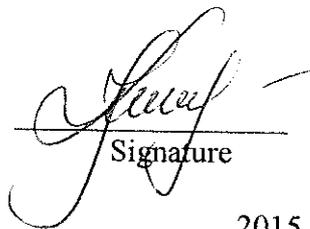
Inese Sirava (*Inese Širava*), Deputy CEO of the state supervised institution of the Republic of Latvia, the Latvian Tourism Development Agency:


Signature

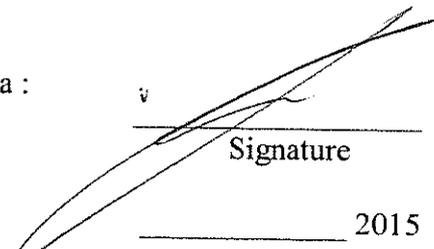
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20 July 2015

Jurgita Kazlauskienė, Head of the State Department of Tourism under the Ministry of Economy of the Republic of Lithuania:

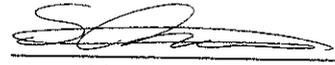

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2015

Tarmo Mutso, Director of Enterprise Estonia :


Signature
2015

Contractor:

Shigeyoshi Noto, Managing Director at Foresight
Marketing Co., Ltd.:



Signature

18.06.2015

