

CONTRACT

The undersigned:

- Name and Surname....., residing in  
....., address.....General Manager of the leader  
organization

- ISFOR API - Istituto di formazione dell'Api Sarda, with re-  
gistered office in Elmas 09030, Via Nervi 18., Industrial  
Estate Casic Est, fiscal code 01636590927, VAT number  
02269020927;

- Name and Surname....., residing in  
....., address.....role.....in the part-  
ner organisation:

- ASOCIATIA NATIONALA A UNIVERSITATILOR POPULARE-ANUP Interna-  
ti, with registered office in Bucuresti-Ilfov 011137, Bd. Ni-  
colae Titulescu, 163, Bl.20, ap 53, fiscal code 21454018;

- Name and Surname....., residing in  
....., address.....role.....in the part-  
ner organisation:

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- COLEGIUL DE INDUSTRIE ALIMENTARĂ "ELENA DOAMNA", with regis-  
tered office in Galați, Domnească, 169, fiscal code 3126616;

- Name and Surname....., residing in  
....., address.....role.....in the part-  
ner organisation:

- EDUSER EĞİTİM DANIŞMANLIK VE UZMANLIK HİZMETLERİ LTD ŞTİ

with registered office in Ankara, Kuskondu Sokak No:7/7

- Name and Surname....., residing in  
....., address.....role.....in the partner  
organisation:

in the partner organisation:

- CESPIM s.r.l., with registered office in Rome, via della Colonna Antonina 52, 00186; fiscal code 07559780585, VAT number 01807131006;

granted that:

- the Project LIFELONG LEARNING PROGRAMME, LEONARDO DA VINCI, action LEONARDO DA VINCI TRASFERIMENTO DELL'INNOVAZIONE, application announcement with deadline of 02-02-2012, proposes to improve the quality and drawing of the European Systems of Professional Education and Training (IFP) by adapting and integrating innovative content or results obtained from previous Leonardo da Vinci Projects, or other innovative projects in public and / or private systems of IFP in the companies on a sectorial, local, regional or national level.

- the project LIFELONG LEARNING PROGRAMME, LEONARDO DA VINCI, invites proposals on the action LEONARDO DA VINCI-TRASFERIMENTO DELL'INNOVAZIONE (Transfer of the Initiative)

- on the date 02/02/2012 the project proposal: G.O.L.I.A. Giovani Organizzano Lavoro Impresa Assieme

- The ISFOL National Agency, with annotation n°0010767.LLP LDV

RM.31/07/2012,, announced that the applicant had been selected for participation;

- on the date 13/09/2012 with protocol n. 0012415.LLP LDV RM

the ISFOL National Agency communicates the eligibility of expenditures to date from 01/10/2012;

- on the date 05/09/2012 with protocol n. 544/12 the leader body arranges to send the Antimafia Certificate and the Certificate of Incorporation of the very organisation;

- crediting Isfor Api for having initiated the establishment of the present Development Partnership (PS) and having revealed a heightened complementarity of the specific experiences relating to each single organisation here formed in order of the project G.O.L.I.A the same have jointly agreed to respond adequately to the needs of ISFOL National Agency;

- in order to complete the project G.O.L.I.A, the same organizations intend to confirm the partnership joining their professional and instrumental resources and confirming the Managing Body ISFOR API.

All this granted, the parties declare:

#### Art. 1

Among the partners of the PS, as shown above, a partnership is formed in order to complete the project G.O.L.I.A project code 2012-1-IT1-LEO05-02797 during the presentation of proposal for action, action LEONARDO DA VINCI TRASFERIMENTO

DELL'INNOVAZIONE. A collective special mandate is conferred on behalf of the Managing Body Isfor Api, which is empowered to perform all operations and acts of all kinds of nature and to maintain relations with ISFOL National Agency, in reliance of the contract until the extinction of each relationship.

#### Art. 2

The members of the partnership confirm the quota of budget approved of by each partner on the basis of specific contributions agreed upon for various stages of project, according to that as described in the application form submitted and approved by the ISFOL National Agency.

#### Art. 3

Within the partnership there is in force, a system of joint and several liability towards the grantor for all obligations arising from participation to the completion of the project and all consequential, according to ones' own budget, as described in the project proposal.

#### Art. 4

The mandate is free and irrevocable. Its eventual revocation, even due to just cause, will in no way have effect with regards to the ISFOL National Agency.

Art. 5

It is understood that in case of bankruptcy of the Managing Body the grantor will have the faculty to maintain the relationship with the other partners of the ATS allowing to the appointing of a Managing Body and results of one's own wishes or to terminate the contract in the manner that will be provided.

In the case of bankruptcy of one of the partners, the Managing Body will be responsible for the services due from the aforementioned, directly and through other partners, subject to prior approval of the grantor.

Art. 6

The representation rests with the Managing Body, including trail, regarding the grantor and third parties for all transactions and acts of any nature carried out in the scope of the mandate conferred by the partners.

By way of example and not limited , the Managing Body:

a. will sign the legal documents necessary for the achievement of the actions

foreseen in the project, assigned by the Grantor;

b. will coordinate the administrative and accounting aspects relative to the management;

c. will transmit to partners copies of all documentation relating to the

relationships with the grantor;

d. will collect the amounts owed by the Grantor freeing itself from all responsibility and indicating the credit institutions selected;

e. shall pay the amounts relevant to the partners, which will allocate upon presentation, by the partners themselves, of the copy of the documents of expenditure incurred by partners, until reaching the share paid by ISFOL to lead partner for the state of progress;

g. will coordinate the reporting of funded activities carried out until the date of revocation.

#### Art. 7

Regardless of the ownership of the funds assigned by the grantor to the partners stipulated in this very document, these said funds will be referred to a specific bank account registered in the name of Isfor Api, leading entity.

As explained in the project approved by the National Agency ISFOL, any such funds will be used according to guidelines prepared by the National Agency ISFOL and in compliance with national provisions.

#### Art. 8

The partners have the responsibility to foresee to the completion of the actions scheduled in the project.

The above partners are also required to draw up interim and final reports of all costs relating to the activities assigned to them in accordance with regulations in force and procedures established by the Grantor in addition to the elaboration of the final report concerning one's own activities.

The above partners will also participate in the partnership meetings and all the stages planned for the completion of the project, including co-ordination, programming, planning and implementation meetings in accordance with that determined in the executive project and agreed upon by partners during meetings.

#### Art. 9

The Managing Body and the partners are bound by the procedures established at a national level by the Administrative Licensing for the balancing and control of expenditure incurred within the scope of activities foreseen in the project.

Each Party shall nevertheless be responsible for the costs autonomously incurred to perform the activities.

#### Art. 10

All documentation and technical information and methodology given to one of the parties shall be considered by the aforementioned as of confidential character. They can not be used for purposes other than those for which they were provided.

Each party must take care to apply appropriate measures to maintain the information and documentation obtained limited.

Art. 11

The failure or lack of requirements foreseen as regards the laws in force or the breach of this act will result, in addition to all the consequences foreseen outside the law, including the exclusion of the delinquent subject from the partnership.

Art. 12

The present Act shall take effect from the date of signing and shall cease in every effect on the date of the delivery of the final balance of the financing of the project provided by the grantor; however it will be still valid and have effect, so long as there are outstanding accounts between the parties and / or with the Grantor, such that render this act applicable.

Art. 13

The present Act may be amended in its formal elements and substantially only for signed documentation by all members of the partnership formed.

Art. 14

Cagliari, 19<sup>th</sup> November 2012

ISFOR API

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ASOCIATIA NATIONALA A UNIVERSITATILOR POPULARE-ANUP Internal

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COLEGIUL DE INDUSTRIE ALIMENTARĂ "ELENA DOAMNA"

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EDUSER EĞİTİM DANIŞMANLIK VE UZMANLIK HİZMETLERİ LTD ŞTİ

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CESPIM

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