

CONTRACT
CCP/ATA-SOLSVERIGE-SE/2014

Contract for the provision of services, preceded by a direct agreement procedure, in the terms of the Public Contracts Code.

On the twenty-nine days of October, two thousand fourteen, at the seat of the *Associação Turismo dos Açores – Convention and Visitors Bureau*, situated at Avenida Infante D. Henrique, no. 55 – 3.º C, Ponta Delgada, the present contract was signed, between the following parties:

First Party: Associação Turismo dos Açores – Convention and Visitors Bureau, henceforward referred to only as **ATA**, legal person no. 512076278, represented in this act jointly by Francisco Fernandes Gil and by Horácio Franco, as President and Member of the Board of Directors, respectively, with the necessary and adequate powers for the act, as provided by no. 1 of Article 17 of the Statutes of ATA, published in the *Jornal Oficial da Região Autónoma dos Açores*, [Official Gazette of the Autonomous Region of the Azores], III Series, no. 9, of 15th May, 2003, and by the declaration of Acceptance of Office of 29th April, 2013;

Second Party: Solresor i Sverige AB, henceforth referred to only as **Solresor**, identification number. 556104-1137, with headquarters at Djäknegatan 31, BOX 4045, SE-20311 Malmö, Sweden, represented in this act by Mr. Anders Hagert, with the power to enter into the present contract.

Clause 1
Object of contract

1 –The object of the contract consists in the provision of services for promotion of the destination Azores directed to the Sweden, the issuing market.

2 – The provision of services includes, at least, the following promotional actions:

- a) Online advertising through the insertion of banners;
- b) Winter Brochure;
- c) Press Trips.



Clause 2
Duration of contract

The present contract comes into effect upon the date it is signed and ceases on 06th March 2015.

Clause 3
Contractual price and conditions of payment

1 – For the provision of the services object of the contract, as well as for the compliance with the further obligations present in the current General Contract Provisions, **ATA** undertakes to pay **Solresor** the amount of €74.995,00 (seventy-four thousand nine hundred and ninety-five euros), plus VAT at the legal rate in force.

2 – The payment shall be made according to the following procedure:

- a) 30% of the amount in November 2014;
- b) 50% of the amount in February 2015;
- c) 20% of the amount in March 2015.

Clause 4
Obligation of Secrecy

1 – **Solresor** should maintain in secrecy all the information and documentation, be it technical or non-technical, commercial or otherwise, relative to **ATA**, of which it may have knowledge with regard to the implementation of the contract.

2 – The information and documentation covered by the obligation of secrecy shall not be transmitted to a third party, nor shall it be used or exploited for any purpose other than that directly and exclusively destined to the implementation of the contract.

3 – The obligation of secrecy shall exclude the information and documentation that is proven to be in the public domain on the date on which it is obtained by **Solresor** or which it is legally required to reveal, by force of the law, in a judicial procedure or at the request of regulatory authorities or other competent administrative bodies.

Clause 5
Time limit of the obligation of secrecy

The obligation of secrecy shall remain in effect until the end of a 10 (ten) year period as from the date of fulfilment or cessation, for whatever reason, of the contract, without prejudice to



the subsequent subjection to any related legal obligations, namely, to the protection of business secrets or to the credibility, prestige or trust due to the legal persons.

Clause 6 **Intellectual Property Rights**

1 – **Solresor** shall be held responsible for any costs or expenses arising from its incorporation in the object of the contract, or the use in the same, of elements of construction, of hardware, software or others which relate to any patents, licences, brands, registered designs and other industrial property rights or copyright or related rights.

2 – In the event of **ATA** be prosecuted for having infringed, within the scope of the contract and for reasons attributable to **Solresor**, any of the rights mentioned in the previous paragraph, **Solresor** shall indemnify all the expenses which, in consequence, need to be met by **ATA** and all the amounts it is liable to pay, for whatever purpose.

Clause 7 **Cessation of the contractual position and subcontracting**

Solresor shall not cede its contractual position, nor shall it engage in subcontracting, without prior authorisation, in writing, by **ATA**.

Clause 8 **Failure of Compliance**

Should **Solresor** fail to comply with the present contract, a financial penalty may be imposed on it, by deliberation of the Board of Directors of **ATA**, in accordance with the damages incurred, of up to 30% (thirty per cent) of the contractual price, without VAT.

Clause 9 **Dissolution of the contract**

ATA holds the right to dissolve the present contract in the event of the verification of any of the legal grounds.



Clause 10
Competent jurisdiction

The *Tribunal Administrativo e Fiscal de Ponta Delgada* [Administrative and Fiscal Tribunal of Ponta Delgada] shall be the competent authority to deal with any dispute arising from the contract, with the expressed renunciation of any other authority.

Clause 11
Final provisions

- 1 – The payments under cover of the present contract shall be made after verification of the legal formalities in force for the processing of public expenditure.
- 2 – The adjudication of the present contract was deliberated in a meeting of the ATA Board of Directors on the 10th October 2014.
- 3 – The minute of the present contract was approved in a meeting of the ATA Board of Directors on the 10th October 2014.
- 4 – This contract was drawn up in duplicate, with one copy for each party, of which the General Contract Provisions and the adjudicated proposal are an integral part.

On behalf of **Associação Turismo dos Açores – Convention and Visitors Bureau (ATA)**,


ASSOCIAÇÃO DE TURISMO
DOS AÇORES

On behalf of **Solresor i Sverige AB (Solresor)**,

 **Solresor**
Org. nr. 556104-1137