

COOPERATION AGREEMENT

between

INTERNATIONAL CIVIL DEFENCE ORGANISATION, Chemin de Surville 10/12,
1213 Petit-Lancy 2, Geneva, duly represented by its Secretary-General, Mr. V. Kuvshinov

and


INTERNATIONAL CIVIL DEFENCE SUPPORT & COORDINATION AGENCY,
Grand-Mezel 2-4, 1204 Genève, duly represented by its President, Mr. N. ce Savoretti

PREAMBULE

- A. ICDO is the owner, and has the expertise, on software code IMCC.
- B. ICDO has also the ownership and the expertise of a certain number of training courses based on the exploitation of the IMCC.
- C. ICDO keeps the software of IMCC, as well as the training courses, updated in taking into consideration recent catastrophic events, as well as new technologies, in order to integrate such data into the IMCC software, as well as in the training courses.
- D. ICDO wishes to put at disposal of other agencies in the world this technology, as well as such training courses in order to keep updated its technologies, in term of software and expertise, which is to ensure an international assistance during humanitarian catastrophes.
- E. ICDSCA, due to its performances in various geographical areas as in the world, has been admitted to the status of affiliated member of ICDO.
- F. ICDSCA has recently also prospected China, proper area where to expand IMCC technology and all services in connection thereof.

For these reasons, the parties have decided to enter into this into cooperation agreement:

Article 1 - Exclusivity

- 1.1. ICDO grounds to ICDSCA an exclusive right of commercializing all products own by ICDO, in terms of software, intellect property, training courses, notably, for the commercial exploitation of ICDO's ownership.
- 1.2. This exclusivity right is granted for a period of five years, i.e. until 31st December 2023. 

Article 2 - Maintenance

- 2.1. ICDSCA hereby represents and guarantees to ICDSCA that its products, such as IMCC, training courses, and all products related thereof, will be constantly updated for the whole period of validity of this agreement.
- 2.2. ICDSCA shall contribute to such maintenance, assisting ICDO by getting closer information on humanitarian catastrophes that might take place, and details thereof, during the period of validity of the present agreement.

Article 3 - Governance

- 3.1. ICDSCA during the period of validity of the present agreement, shall promote commercial all the products put at disposal by ICDO.
- 3.2. ICDSCA shall therefore sign, on its behalf, but also for the interest of ICDO, all sorts of commercial contracts and shall have plain autonomy into the commercial exploitation of the products put at disposal.
- 3.3. ICDSCA, each time that such a contract would have being signed, shall have the obligation to notify the signature of such contract, and send to ICDO copy of any commercial transaction related to ICDO's products.

Article 4 - Commission

- 4.1. For its effort, ICDSCA shall be entitled to a commission of 30% of each commercial contract signed concerning ICDO's products.
- 4.2. ICDSCA shall also keep the balance due to ICDO, i.e. 70% of each commercial contract available for development of any new products of ICDO in the world.

- 4.3. ICDSCA shall have the obligation to send on 31.03, 30.06, 30.09 and 31.12 of each year, a banking report certifying that 70% of the proceed of all commercial contract are duly deposited on bank account, and available for any new project.

Article 5 - Cooperation

- 5.1. The parties to the present agreement agree to meet at least twice a year, in order to maintain an active cooperation between them, in order to be able to promote ICDO's technology, and expertise, in all round the world, according to a plane which shall be leaded by ICDO.
- 5.2. During such meeting, the parties undertake to keep each other informed concerning the evolution on IMCC's software and all technology related to it, on one side; on the other side, the parties shall consult each other on the opportunities existing to develop both commercial activities, as well as humanitarian agencies all over the world.

Article 6 - Termination

- 6.1. The parties agree that, in case one party is unsatisfied by the behaviour of the other party, the unsatisfied party shall send a recommended letter expressly dedicated to the presumed inexecution, giving to the other party a term to fulfil the obligation deriving from the present contract.
- 6.2. During such term given to the other party, the unsatisfied party shall not have the right to terminate the present agreement.
- 6.3. If the party who has to perform fails to do so, or else fails to provide appropriate explanation for the situation considered as unsatisfactory, the unsatisfied party shall have the right to terminate the present contract by sending a recommending letter to the other party, with appropriate notice of six month from date of notification.