

Agreement

**Concerning the fulfillment of Latvian marine monitoring cruises according to the
delegated administration tasks for Latvian Institute of Aquatic Ecology**

BETWEEN

Latvian Institute of Aquatic Ecology, reg.no 90002129621

Voleru 4, Riga LV-1007

Latvia

Represented by

Anda Ikauniece

Director

AND

Tallinn University of Technology

Ehitajate tee 5, Tallinn, 19086

Estonia

Represented by

Renno Veinthal

Vice-Rector for Research

The following agreement is entered into between Latvian Institute of Aquatic Ecology, reg. no 90002129621, VAT reg.nr 90002129621 with registered address Voleru 4, Riga LV-1007, Latvia (hereinafter the "LIAE") and, Tallinn University of Technology, reg. no 74000323, VAT reg. no. EE100224841 with registered address Ehitajate tee 5, Tallinn 19086, Estonia (hereinafter the "TUT"). LIAE and the "TUT" are together referred to as the "Parties".

1 Background

- 1.1 This agreement is concluded in relation to the fulfillment of Latvian marine monitoring cruises according to the delegated administration tasks for Latvian Institute of Aquatic Ecology (herein after "monitoring cruises").
- 1.2 This agreement (hereinafter the "Agreement") is concluded on the date set out herein between LIAE and the "TUT" and sets out the terms and conditions for the Rent of a research vessel in order to carry out the marine monitoring cruises.

2 Warranties by the Contractor

- 2.1 The "TUT" warrants to LIAE that:
- a) It is an entity that is duly incorporated, validly existing and in good standing under the laws of Estonian Republic and it has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof.
 - b) All corporate, legislative, administrative or other actions required to authorize the execution, delivery and performance by the "TUT" of this Agreement and the transactions contemplated hereby have been duly taken and are in full force and effect.
 - c) This Agreement constitutes the valid, legal and binding obligation of the "TUT", enforceable in accordance with the terms hereof and there are no claims, actions, suits or proceedings pending or, to the "TUT" knowledge, threatened, against or affecting the "TUT" before any court or administrative body or arbitral tribunal which might materially adversely affect the ability of the "TUT" to meet and carry out its obligations under this Agreement.
 - d) The execution, delivery and performance of this Agreement by the "TUT" will not contravene any provision of, or constitute a default under, any other

agreement, treaty, or instrument to which it is party or subject, or by which it or its property may be bound.

- e) The "TUT" is not subject to any judgment, rule, order, statement of claim, injunction or decree of competent authority that materially adversely affects its ability to perform this Agreement.

3 Organization and co-operation

- 3.1 The Parties shall co-operate as set forth in this Agreement and each Party shall use its best efforts to achieve success with regard to the outcome of the monitoring cruises.
- 3.2 The "TUT" shall appoint one person to be responsible for issues relating to this Agreement. This person shall have in-depth knowledge of the terms and conditions stated in this Agreement.
- 3.3 The LIAE shall appoint one person to be responsible for all information to be exchanged between the Parties according to this Agreement. This person shall see to that such information is exchanged as soon as possible, and that all questions are answered without undue delay.
- 3.4 In case of disagreement between the Parties, which may affect LIAE undertakings towards the monitoring cruises, the Parties shall immediately escalate the issue to be dealt with by the Party's representatives set out in this Agreement.

4 Role and obligations of LIAE

- 4.1 LIAE is responsible for the research programme and list of participants of the cruises to be submitted to "TUT" representative at least two days in advance before the respective cruise departure;
- 4.2 LIAE ensures the arrival of equipment and cruise participants at least two hours before the agreed departure time.
- 4.3 LIAE agrees to pay EUR 25 200 (without VAT 21%) to "TUT" in two parts, according to financial plan (Annex 2), firstly EUR 14 700 after the cruise in May 2017 and secondly EUR 10 500 after the cruise in August, 2017.

5 Role and obligations of the "TUT"

- 5.1 By signing this agreement the "TUT" has agreed to rent research vessel SALME (hereafter Ship), belonging to the Tallinn University of Technology, trade certificate no. 034/14, issued by Estonian Maritime Administration, valid until 07. 08. 2019, to LIAE for marine monitoring cruises in the Baltic Sea according to technical specification listed in Annex 1 for EUR 25 200 (without VAT 21%).

- 5.2 The "TUT" will provide the Ship with crew.
- 5.3 The "TUT" guarantees that the Ship is in conditions required for operations at sea and has all necessary permits for sailing the Latvian marine areas.

6 Ownership and exploitation of results

- 6.1 LIAE shall be the owner of the rights of knowledge obtained from measurement data during Ship rental that are result of the monitoring cruises.

7 Conflict of interest

- 7.1 LIAE and the "TUT" undertake to take all the necessary measures to prevent any risk of conflicts of interest, which could affect the impartial and objective performance of the monitoring cruises. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- 7.2 Any situation constituting or likely to lead to a conflict of interest during the performance of this Agreement must be brought to the attention of LIAE, in writing, without delay. LIAE and the "TUT" shall, without delay, take whatever steps are necessary to rectify this situation.

8 Financial issues and payment terms

- 8.1 VAT is not included in the total sum. VAT 21% will be paid by LIAE to Latvian State Revenue Service according to respective legislation of Republic of Latvia for VAT payers.
- 8.2 The payment from LIAE to the "TUT" will be against invoice provided by the "TUT".
- 8.3 A payment should be made to the following bank account:
Bank: SEB
SWIFT code: EEUHEE2X
Account No IBAN: EE201010052037382001

9 Delays or default in performance

- 9.1 The "TUT" shall immediately inform LIAE about circumstances, which may affect the "TUT" obligations under this Agreement.
- 9.2. The LIAE shall immediately inform the "TUT" about circumstances, which may affect the LIAE obligations under this Agreement.

10 Taxes

10.1 The "TUT" is responsible for all payments of taxes and social levies relating to the "TUT" own activities and business operations.

11 Term of agreement and termination

11.1 This Agreement enters into force on the date when signed by both Parties and is terminated, without notice, on the date of the payment of the final balance by LIAE to the "TUT".

12 Miscellaneous

12.1 Amendments and changes to this Agreement shall, in order to be valid, be in writing and signed by authorized signatories for both Parties.

12.2 The "TUT" does not have a right to assign this Agreement wholly or partially without LIAE written consent.

12.3 Any notice provided for under this Agreement, except for the reporting routines for financial and technical documentation which shall be given as explicitly stated in this Agreement, shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile with an original signed copy delivered personally within twenty-four hours thereafter, or mailed by prepaid registered post addressed to Party's at their respective addresses set forth in this Agreement.

13 Governing law and disputes

13.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Latvia without regards to its rules on conflicts of law.

13.2 The Parties will use their best efforts to resolve amicably any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof.

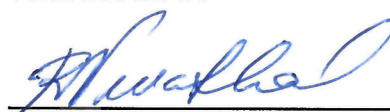
This Agreement has been executed in two identical copies of which the Parties have taken one each.

LATVIAN INSTITUTE OF AQUATIC
ECOLOGY



Anda Ikaunieca, Director

TALLINN UNIVERSITY OF
TECHNOLOGY



Renno Veinthal, Vice-Rector for Research

8 May 2017

8 May 2017

Technical specification of the vessel and the sampling point positions for monitoring purposes

1. Operational area of the research vessel SALME – the Baltic Sea; endurance - 7 days; scientist berths – 12; length 31,3 m. Cruises scheduled - 7 days in time period of 08-26 May, 2017, 5 days in time period of 04-30 August, 2017.

The research vessel SALME is equipped with:

- a laboratory with fume and freezers,
- WOCE-CTD Multiparameter Probe including Dissolved Oxygen Sensor,
- Chlorophyll Fluorometer,
- CTD/Mini-Rosette (Model 1018) with 12 bottles,
- Onboard computers with software for the control and data retrieval from CTD probes and CTD/Rosette,
- two winches, crane (max load 3 tons), A-frame.

2. Sampling positions

<i>Sampling point</i>	<i>Latitude</i>	<i>Longitude</i>
UZ	57°13,89	21°23,00
JK	57°01,69	21°21,15
PV	56°52,62	21°05,71
LI	56°37,49	20°59,49
JM	56°18,75	20°56,99
PA	56°09,19	20°59,55
NI	56°04,40	21°02,32
VE	57°22,29	21°28,20
OV	57°34,00	21°36,73
IR	57°39,12	22°05,06
SCK	57°44,61	22°26,38
165	57°05,06	24°00,08
101A	57°06,20	23°58,99
167B	57°03,29	23°53,25

158	57°12,79	24°14,63
107	57°51,00	23°54,97
114A	57°50,09	22°24,55
111	57°47,79	22°52,99
174	57°43,96	22°36,88
173	57°32,01	22°49,00
142	57°34,01	22°58,92
135	57°23,92	23°28,85
172	57°23,82	23°04,24
102A	57°10,03	23°40,06
121	57°36,99	23°37,01
121A	57°35,96	24°07,04
170	57°02,80	23°29,08
168	56°58,79	23°44,63
167	57°01,50	23°55,20
160	57°35,59	24°20,24
161	57°26,88	24°21,21
162	57°18,88	24°22,41
137A	57°29,97	24°04,95
163B	57°10,97	24°12,98
163	57°10,10	24°15,08
103	57°10,01	23°56,08
119	57°18,09	23°50,95
120	57°35,02	23°46,04
171K	57°10,01	23°15,09

Financial plan

No.	Position	Calculation of the cost position % in EUR	Total cost in EUR
1	2	3	4
	All costs for rent of research vessel (including fuel, crew costs, accommodation, overnight costs onboard, and catering) for two cruise of 7 and 5 days; in total 12 days.	100%	25 200
	Total		
	Value Added Tax (PVN)	rate 0 %	0
	Grand total, incl. VAT		25 200