

COOPERATION AGREEMENT BETWEEN
THE EUROPEAN CENTRE FOR INFORMATION ON MARINE SCIENCE AND
TECHNOLOGY (EUROCEAN)
AND
THE EUROPEAN RESEARCH VESSELS OPERATORS GROUP (ERVO)

PREAMBLE

First party:

Fundação EurOcean, hereinafter referred to as EurOcean, located at Av. Dom Carlos I, 126 2º, 1249-074 Lisboa, Portugal, fiscal number PT 980 405 599, represented by its Executive-Director, duly mandated to these purposes.

Second party:

European Research Vessels Operators Group, hereinafter referred to as ERVO, represented by its Chairman, duly mandated to these purposes.

Considering that, since 2008, EurOcean supports ERVO by managing its website and supporting the flow of information among its members;

Considering that, since January 1st, 2014, the cooperation between EurOcean and ERVO was formally strengthened, as per annex;

Considering that, ERVO has no legal status, which creates inefficiencies, especially from a financial point of view;

ERVO and EurOcean decided to renew and enlarge their cooperation, as follows:

ARTICLE 1
(Responsibilities of EurOcean)

1. EurOcean will manage ERVO's web domain (ervo.org);
2. EurOcean will host and maintain ERVO's website;
3. EurOcean will maintain ERVO's mailing list and use it to disseminate information as requested;
4. EurOcean will pay ERVO's expenses in the course of its activities, as previously agreed upon in writing and up to the amount previously transferred by ERVO for that purpose;
5. Concerning the preceding point, EurOcean will, at least yearly, inform ERVO about:
 - a. the amount transferred by ERVO to EurOcean;

- b. the value corresponding to taxes and other costs EurOcean has incurred;
- c. the amount spent by EurOcean, as requested by ERVO;
- d. the actual amount available to be used by ERVO.

**ARTICLE III
(Responsibilities of ERVO)**

- 1. ERVO will provide EurOcean will all the necessary information to perform its duties, such as information to disseminate through the mailing list and to update the website;
- 2. ERVO will ensure that, yearly, an amount of 3.000 euros is paid to EurOcean concerning points 1 through 3 of article 1;
- 3. ERVO will also ensure that, if so decided, yearly, an additional amount is paid to EurOcean, to be used as per point 4 of article 1, and to cover any taxes and other costs that EurOcean may incur by providing this service;
- 4. These payments are to be divided among the ERVO members, as indicated by the ERVO chairman;
- 5. ERVO will indicate to EurOcean, yearly, the list of its contributing members and respective amounts to be invoiced to each one.

**ARTICLE IV
(Entry into Force and Duration)**

- 1. This Agreement shall enter into force on 1st of January 2020 and shall remain in force until otherwise specified.
- 2. The Agreement may be amended by written agreements of both Parties.
- 3. Any Party may withdraw from this Agreement at any time, subject to giving one year's written notice.

**ARTICLE V
(Payment conditions)**

- 1. The payment will be settled by bank transfer, using the following IBAN PT50 0018 0003 4025285002070 and SWIFT Code TOTAPTPL of the SANTANDER TOTTA Bank, whose registered office is at Avenida Dom Carlos I, 49, 1200-718, Lisbon, Portugal.
- 2. The payment from ERVO members to EurOcean will be made within 30 days after receiving the invoice.

ARTICLE VI

(Disputes)

1. It is the aim of both Parties to solve any difficulties, disagreements or disputes in a friendly way. If the case occurs that the Parties cannot reach an agreement, both Parties will name, by consensus, an expert to resolve the dispute, and will equally support any costs that occur through consulting with that expert.
2. In case of any dispute in the scope of the present Agreement that cannot be solved according to the preceding point, the parties agree to appeal for arbitration accordingly through the national laws.
3. The non-fulfilment, by any of the parties, of the undertaken duties within the present Agreement or within the contract may lead to its nullification.

This Agreement shall be executed in English in two (2) original copies, on the 1st of January 2020. Each Party shall receive one (1) original copy, all of which shall be equally valid and enforceable.

By ERVO

By EurOcean

Lieven Naudts
ERVO Chairman

Sérgio Bryton
Executive-Director

Annex:

EurOcean services proposal for the ERVO Group – European Research Vessels Operators.