

## COP27 – Services Contract

### Rental Space – Delegations Area Blue Zone

#### 1. INFORMATION OF THE OFFICIAL DELEGATION

Full Name	ITALY		
Legal Entity to Invoice	Directorate for European and International Activity - Ministry of Ecological Transition		
Tax ID Number/Identification	97047140583		
Full Address (including Street, number)	Via Cristoforo Colombo, 44		
City	ROMA	Phone Number	+ 39 06 5722 8101
Country	ITALY	E-Mail	<a href="mailto:AEI-UDG@mite.gov.it">AEI-UDG@mite.gov.it</a>
Zip Code	147		

#### 2. CONTACT DETAILS OF DELEGATION REPRESENTATIVE

Name	FEDERICA FRICANO		
Position	DIRECTOR OF DIVISION	Phone	+39 06 5722 3231
E-Mail	<a href="mailto:AEI-2@mite.gov.it">AEI-2@mite.gov.it</a>	Mobile	+39 06 5722 3231

#### 3. CONTACT DETAILS OF FINANCIAL SERVICES

Name	ALESSANDRO MODIANO		
Position	DIRECTOR GENERAL	Phone	+39 06 5722 8101
E-Mail	<a href="mailto:AEI-UDG@mite.gov.it">AEI-UDG@mite.gov.it</a>	Mobile	+39 06 5722 8101

#### 4. PRICE AND PAYMENT TERMS OF THE ORDER

Price	<p>The Price for the Rental of the space is : 495€ /sqm( four hundred ninety five Euros) excluding all taxes</p> <p>Total Price for Rental Space : 74250 €</p> <p>The Price for the Rental of the space is : 500 US\$/sqm ( five hundred United States Dollars) excluding all taxes</p>
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	Price for Rental Space : 75000 US\$		
<b>Payment terms</b>	Payment of 100 % of the Price on the signature of the present Contract and before the 31 <sup>st</sup> August 2022;		

#### 5. DESCRIPTION OF THE RENTED SPACE

<b>Overall description</b>	<p>The Parties agree that allocated rental space include:</p> <ul style="list-style-type: none"> <li>- The location of the space in the premises;</li> <li>- Air-treatment and ventilation;</li> <li>- Carpet of the common areas;</li> <li>- Public Wifi</li> <li>- Waste management;</li> <li>- Cleaning (of the common areas);</li> <li>- General Security;</li> <li>- General lighting.</li> </ul>
<b>Size in square meters</b>	150

#### 6. CANCELLATION POLICY

<p>Cancellation of rented space by the Official Delegation for any reason except force majeure</p>	<p>100% of the Price shall be paid to GL as compensation</p>
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**(Hereinafter referred to individually as the “Section” and together as the “Sections”)**

### RENTAL SPACE TERMS AND CONDITIONS

**EVENT:** United Nations Framework Convention on Climate Change - Conference Of the Parties number 27 - COP27

**From** November 6<sup>th</sup> 2022 **To** November, 18<sup>th</sup> 2022 (the “Event”)

**Localisation:** Sharm el-Sheikh, Egypt

The Egyptian Government through the Egyptian Ministry of Foreign Affairs has contracted the International Company for Hotels, Resorts and Conference Centers (Global Conference Management – GCM) to be in charge of all logistics of the conference zone called the Blue Zone, food and beverages, all the design, rehabilitation and installation of temporary facilities required for the organization of the Event. GCM has contracted with GL events Live for the marketing, sale and installation of the temporary facilities required for the Delegation Space of the Event GL events Live has therefore been entrusted with the exclusive rights of commercialization and supply of services for the Delegations area in Blue Zone.

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In this context, GL events Live SA, a French company with its office at Route d'Irigny, ZI Nord - 69530 BRIGNAIS (FRANCE), registered under the Trade Registry of Lyon under number RCS 378 932 354 and represented by its CEO Olivier Ferraton, referred to as "GL." or the "Lessor" on one hand, and the "Official Delegation" or the "Lessee" as previously described in the section 1 above "Information of Official Delegation", on the other hand agreed to their commitments under the terms of the present rental space contract and participation conditions (hereinafter the "Contract").

Hereinafter referred to individually as "the Party" and together as "the Parties".

Hereby agree to put into effect the following Contract for the rental space area for the Event.

### **FIRST: OBJECT**

The Lessor agrees to supply a suitable space for the Event within the indicated dates. The description, location, size and prices of the rented space under this Contract, are indicated in the Section 5 above and in the following clause.

The Parties agree that allocated rental space include:

- The location of the space in the premises;
- Air-treatment and ventilation;
- Carpet of the common areas;
- Public Wifi
- Waste management;
- Cleaning (of the common areas);
- General Security;
- General lighting.

The following services (non-exhaustive list) which shall be furnished by GL as exclusive provider, will be subject to the signature of a separate Space fit-out contract :

- Flooring;
- Partitioning;
- Electrical distribution and Distribution Boards;
- Audiovisual (AV equipment, TV, videoboard);
- Signage and branding;
- Specific Internet / Wifi;
- Furniture;
- Catering;
- Reception staff;
- Simultaneous translation;
- Additional Air-conditioning and Heating;
- Floral decoration;
- Private security;
- Rigging;
- Cleaning

### **SECOND: DESCRIPTION OF RENTED SPACE**

The Space rented by the Official Delegation is described in section 5 above.

The Official Delegation hereby acknowledges and agrees that GL reserves the right to adjust the surface/rented space allocated to the Official Delegation in order to satisfy all the requested spaces on the Blue Zone without any right for the Official Delegation to claim any indemnity except for the proportional reduction of the price in case of reduction of the rental space.

### **THIRD: ORDER**

**3.1** The signature of the present Contract as order by the Official Delegation is bidding and final.

In any case, the present Contract will be definitively validated upon receipt by GL of the complete payment of Price.

**3.2** Subject to feasibility and availability, the Official Delegation may forward modification' order request and/or additional

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services request  
to GL by email. GL will therefore provide the Official Delegation with a quotation for such supplement order which shall be accepted by the Official Delegation in writing. Any supplement order shall be subject to the terms and conditions of this Contract.

**3.3** Any cancellation of the order in total or in part by the Official Delegation for any reason whatsoever will entitle GL to the payment of the indemnity specified in section 6 above.

#### **FOURTH: CONTROL OF THE REGISTRATION – ADMISSION – REJECTION**

To be admitted for the rental of exhibition space during the Event, the Official Delegation must be accredited by the United Nations.

GL together with GCM may decide at any time, to reject or accept the present order/Contract submitted by the Official Delegation.

The present order/Contract may therefore be refused by GL and GCM:

- In case of lack of rental space available;
- If Official Delegation is not accredited by the UN;
- If Official Delegation fails to comply with the article 5 below.

The rejection of the Official Delegation's participation and order will not result in payment of any compensation and/or damages other than a refund of the amounts paid to GL if any..

#### **FIFTH: PRICE AND PAYMENT**

**5.1** The price of the rent per square meter applicable is USD500 (five hundred United States Dollars) excluding VAT. The total Contract price is mentioned in Section 4 of this present Contract.

**5.2** The price of the participation is the only and total sum indicated in the quote previously attached to these Contract and in Section 4 above, (hereinafter the "Price"), which the Official Delegation agrees to pay to GL according to the schedule mentioned in Section 4 above.

The availability of the surfaces is confirmed only after receipt of 100% of the payment and within the above-mentioned time limits.

After this period, GL reserves the right to reclaim the surfaces concerned.

Payments in EUR shall be made on the following bank account:

<b>Name of Bank:</b>	CIC AURA BOURGOGNE GE
<b>Company's Name:</b>	GL EVENTS LIVE
<b>IBAN:</b>	FR76 1009 6181 0000 0256 8480 139
<b>BIC Code:</b>	CMCIFRPP
<b>Bank Address:</b>	CIC AURA BOURGOGNE 8 RUE DE LA REPUBLIQUE 69001 LYON - France

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Payments in USD shall be made on the following bank account:

**Bank Name: KBC BANK**

**Bank address: CS 400041 59030 LILLE CEDEX France**

**BIC Code: KREDFRPPXXX**

**Beneficiary Name: GL EVENTS LIVE**

**Acc # FR7627800400030614054010234**

**Beneficiary Address: Z.1 NORD ROUTE D'LRIGNY- BP.4069530 BRIGNALS – FRANCE**

The non-payment or failure to effect timely payment of Price, will entitle GL to immediately terminate there upon the present Contract, will the sole notification to the Lessee by means of registered mail addressed to the domicile of the latter without giving rise to any damages.

Any bank fees applicable on the transfer of funds are borne by the Official Delegation. The costs of transferring the amounts are the responsibility of the Official Delegation.

It is expressly stated that GL may assign the total value or part of the Price to the purposes it deems appropriate.

Any delay in the payment of the amounts due by the expiry date, howsoever arising, by the Lessee and for any reason whatsoever, will (following formal notification) incur late payment interest of three (3) times the French legal interest rate in force on this date and a fixed fee for recovery costs in any commercial transactions provided for in articles L.441-10 and D.441-5 of the French Commercial Code, as well as, on presentation of receipts, any additional compensation.

### **SIXTH: DURATION**

The present Contract is concluded for a fixed period. The Contract will be effective upon its signature by the Official Delegation and subject to GL confirmation (art 4) until the end of the Event.

Notwithstanding the above, GCM, the organizer of the Event, reserves the right to change the duration of the Event, to decide to extend it and the Official Delegation may not claim any compensation, therefore.

### **SEVENTH: GUARANTEES**

The Official Delegation accepts the rented space allocated according to the implementation plan of the Official Delegation on the Blue Zone established by GCM and GL exclusively.

### **EIGHTH: HANDOVER AND HANDBACK OF THE RENTED SPACES**

1-Handover report. At the handover, the Parties will meet to proceed contradictorily to the reception of the rented space by signing a Handover report at the latest before the opening of the Event. This handover report will be signed on behalf the Official Delegation by the appointed legal representative or the person to whom he/she has delegated his/her signature on this occasion.

This handover report shall describe the state of the rented space, any equipment included and entail upon signature the final acceptance of the rented space and its equipment by the Official Delegation .and the transfer of risks. Therefore, upon signature of the handover report the Official Delegation shall become the sole guardian of the rented space and shall remain

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liable for all damage(s) occurring between the handover and the handback. As such, the Official Delegation is also solely responsible and the sole guardian of all goods, materials and equipment on the rented space until hand back.

Should the handover report not be signed by the Parties, the Official Delegation shall be deemed to have taken possession of the rented space in good condition and the transfer of risks and custody shall occur upon the Official Delegation entering the rented space.

It is understood between GL and the Official Delegation that the Official Delegation cannot enter and settle on the rented space fit out and/or office until the handover report has been signed under the conditions mentioned above.

2-Handback - The Official Delegation must take all necessary measures to ensure that the space is fully vacated and free from any waste within 24 hours after the official closing of the Event (excluding equipment provided by GL). Upon handback, the Parties will meet to proceed contradictorily to the hand back of the rented space by signing a Hand back report. This handback report will be signed on behalf the Official Delegation by the appointed legal representative or the person to whom he/she has delegated his/her signature on this occasion.

The handback report shall describe the state of the rented space, any equipment included. Therefore, upon signature of the handback report GL shall become the sole guardian of the rented space.

Should the handback report not be signed by the Parties, GL shall be deemed to have retaken possession of the rented space in good condition and shall have one week upon handback to make any reclamation for damages of the rented space and equipment.

The Official Delegation shall be liable for any damage to or deterioration of the rented space and/or its equipment occurring between handback and handover. The repairs necessary for the restoration will be organized and carried out by GL, at the exclusive expense of the Lessee. In this respect, GL reserves the right to hire a third party to the Contract to repair the damage caused by the Lessee. The costs of repairing damage inherent to the installation of material ordered by the Lessee will be at his exclusive expense.

3- GL expressly declines any responsibility for objects and equipment left behind after space vacation by the Official Delegation.

4- GL reserves the right to have the space cleared and cleaned, automatically and at any time after the Event, at the expense, risk, and peril of the beneficiary of the space, without prejudice to any damage and interest in the event of damage caused by said objects and equipment.

#### **NINETH: GENERAL SECURITY OF DELEGATION AREAS**

The security of the Blue Zone is the responsibility of the United Nations. The Official Delegation must comply with UN security requirements.

In particular, the following shall be prohibited:

- ✓ Weapons, objects and explosive materials, detonating or flammable products, and in general all hazardous materials or materials harmful to human health;
- ✓ The installation and operation without GL and GCMs prior authorization of any object or electronic device likely to interfere in any way with the occupants of other areas.

#### **TENTH: PROHIBITION ON TOTAL OR PARTIAL TRANSFER**

The allocated rental space must be occupied by its holder, and the transfer of all or part of a it in any form whatsoever is formally prohibited; otherwise, the allocated rental space may be immediately closed, and the Contract automatically terminated early by GL.

#### **ELEVENTH: NUISANCES**

By reason of the personal nature of the agreement binding the Official Delegation and GL, the Official Delegation must behave in a manner consistent with the general interests of the Event, in particular towards visitors and other participants. Accordingly, in the event of a dispute or conflict with GL or other Official Delegations, it undertakes not to do anything that could interfere with the proper conduct of the Event. Any behavior that is detrimental to the smooth running of the Event,

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and any breach of the provisions of the contractual documents, may, at the initiative of GL, result in the immediate exclusion of the offender and termination of the Contract. In this respect, this termination will be to the Official Delegation's detriment and the Official Delegation will not be able to claim any reimbursement of the price of the Contract from GL.

#### **TWELTH: INSURANCE – TRANSFER OF RISKS – PROPERTY**

##### **12.1 Transfer**

It is agreed that GL remains the lessee of the entire rental space allocated by GCM, the owner of the space, which will be transferred to the Official Delegation as sub-lessee. The Parties agree that the Official Delegation will be the sole guardian and responsible for the sub-rented space made available by GL to the Official Delegation under the Contract between handover and handback according to article 8 above. Upon handback the custody of the rented space will revert to GL.

##### **12.2 Insurance**

GL undertakes to obtain and maintain in force throughout the term of the Contract a Public, Professional and Product Liability insurance policy covering the financial consequences of any damage caused by one of its employees and/or one of its subcontractors due to the performance of the Contract. In any event GL's liability in the performance of this Contract shall be limited to direct material damages and shall not exceed the Total Price of the Contract.

The Official Delegation must be the holder of professional liability insurance covering its activities and the pecuniary consequences of all damage caused by the act of any of its employees and/or any of its subcontractors and/or persons/providers authorized by it and/or caused by its goods, furnishings, or equipment.

The Official Delegation agrees to maintain this coverage and insurance throughout the entire duration of this Contract and to provide proof upon GL' request.

The Official Delegation must obligatorily take out a property damage insurance policy covering the value of its property and the property in its custody during the Event. In the event of damages to its property, the Official Delegation and its insurers waive all claims against GL and its insurers.

#### **THIRTEENTH: TERMINATION**

##### **13.1 Termination for breach**

The Parties expressly agree that any breaches of their essential obligations may entail termination of the Contract if formal notice served to the defaulting party by registered letter with acknowledgement of receipt remain unsuccessful.

Termination will be notified to the latter in a new registered letter with acknowledgement of receipt and will take effect immediately.

If the Contract is terminated through the fault of the Official Delegation: the exercise of this right to terminate will entail the settlement, on receipt of the invoice by the Official Delegation, of the total Price of the Contract..

If the Contract is terminated through the fault of GL: the sums corresponding to the Contract and cost incurred and/or paid by GL for the performance of the Contract up to the date of termination will be owed by the Official Delegation. GL, as the case may be, will repay any overpayments to the Official Delegation. In the event that the amounts paid by the Official Delegation up to the date of termination of the Contract are insufficient, the balance will be settled by the Official Delegation upon receipt of the corresponding invoice.

##### **13.2 Termination for convenience**

In the event of total cancellation of the order/termination of the Contract by the Official Delegation for the Services initially planned in the Contract, for whatever reason, the latter is bound to pay GL compensation as damages of 100% of the Contract Price:

#### **FOURTEENTH: FORCE MAJEURE**

The obligations of the Parties will be suspended in case of a force majeure event. The Parties agree that the following events are, in particular, considered to be force majeure: war, riot, fire, strike, natural catastrophe, earthquake, shortage of raw materials, transport strike, administrative closure of the localization by a competent authority with all necessary police powers, even if the legal and jurisprudential conditions of force majeure are not all fulfilled.

The Party victim of an event of Force Majeure shall immediately notify the other Party by letter with acknowledgement of receipt of the occurrence of the said event, and the execution of its obligations will thus be suspended.

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(i) If the impediment is temporary, performance of the obligation will be suspended unless the resulting delay does justify termination of the Contract.

Where the Contract persists, the Lessee will pay GL all the costs incurred and/or paid during the period of suspension, increased by all other substantiated costs that may be generated on the occasion of the resumption of the obligations of the Contract.

(ii) If the impediment is definitive, the Contract will be terminated and the Parties delivered from their obligations.

The termination will entail payment by the Official Delegation upon reception of the invoice of the sums mentioned below covering part of the costs undertaken by GL in execution of the Contract up to the date of the occurrence of the event of Force Majeure:

- If the Contract is terminated 120 days or more before the Event's start date => twenty five percent [25 %] of the total Price
- If the Contract is terminated between 119 days and 75 days before the Event's start date => fifty percent [50 %] of the total Price
- If the Contract is terminated between 74 days and 45 days before the Event's start date => seventy-five percent [75 %] of the total Price
- If the Contract is terminated 44 days or less before the Event => one hundred percent [100 %] of the total Price

#### **FIFTEENTH: POSTPONEMENT OR CANCELLATION OF THE EVENT**

If the organizer (GCM together with the Egyptian Ministry of Foreign Affairs), for any reason whatsoever including force majeure is led to postpone or cancel the Event, the following conditions will apply, by way of derogation from the provisions of article fourteen above. It is specified that for the implementation of this clause, the notifications between GL and the Official Delegation may be by postal mail or email

(1) If the Event is postponed ("postponement" meaning any new date situated at the latest 12 months after the initial date), the official Delegation can either:

- a. accept the postponement: the Contract will then be automatically amended to the new dates of the Event. The Contract Price shall remain due in its entirety plus any additional costs related to the postponement of the Event impacting the Services.
- b. refuse to participate to the postponed Event in which case the provision of article 15 (2) below regarding cancellation will apply.

After the announcement by the organizer of the postponement or cancellation of the Event, each Official Delegation will benefit from a ten (10) worked days delay in order to make its decision known. Failing an answer from the Official Delegation within the indicated deadline, GL reserves the right to choose the option to apply.

If the Event is postponed several times, the terms « initial date » refer to the date previously announced.

If only the « physical » part of the Event is postponed or cancelled, the conditions above apply only to the part of the amount of the Contract related to the physical presence of the Official Delegation on the Event.

(2) If the Event is cancelled, the Contract will be automatically terminated and the sums already paid by the Official Delegation will be reimbursed after deduction of the following amounts which shall cover a part of the costs incurred by GL :

- If the Event is cancelled 120 days or more before the Event's start date => twenty- five percent [25 %] of the total Price
- If the Event is cancelled between 119 days and 75 days before the Event's start date => fifty percent [50 %] of the total Price
- If the Event is cancelled between 74 days and 45 days before the Event's start date => seventy-five percent [75 %] of the total Price
- If the Event is cancelled 44 days or less before the Event => one hundred percent [100 %] of the total Price

#### **SIXTEENTH: COMPLIANCE**

##### **16.1 Code of business conduct.**

The Parties base their commercial relations on the principles of transparency and integrity.

The GL events Group which the Contractor is a part of has set up a CODE OF BUSINESS CONDUCT which underlines the values upheld by the Group and which defines the rules enforced by the Group and which the latter requires to be enforced by its partners. This Code can be downloaded on <https://www.gl-events.com/en/ethics-compliance>. The Client undertakes formally to respect all terms and conditions of such CODE.

##### **16.2 Fight against corruption and influence peddling.**

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During the performance of the Agreement, the Parties agree to strictly comply with applicable laws prohibiting bribery of public officials and private persons, influence peddling, money laundering that may result in disqualification from government contracts, and in particular:

- (i) the Foreign Corrupt Practices Act (FCPA) of 1977;
- (ii) the UK Bribery Act of 2010;
- (iii) the French Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life, and especially Article 17 thereof; and
- (iv) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997.

The Parties undertake to put in place and implement all necessary and reasonable policies and measures to prevent bribery.

The GL events Group has set up a CODE OF ETHICS & CORRUPTION which can be downloaded on following page <https://www.gl-events.com/en/ethics-compliance>.

In accordance with these principles, negotiations and commercial relationship between the Parties do not lead to behavior or acts from them or their managers or employees that may be considered as corruption or influence peddling.

Therefore, each Party commits notably to engage to lawful business and ethical practices within the performance of the Agreement and to not tolerate any act of corruption nor influence peddling.

During their relationship, each Party reserves the right to ask to the other for the actions taken to make sure that their legal representatives, employees, sub-contractors, suppliers, agents or any third party that they may commit with also comply with the same undertakings and undertake to respect such principles of transparency and integrity.

This clause shall be considered as an essential commitment to the relationship between the parties.

If the Contractor notifies the Client that it has reasonable grounds to believe that the Client has violated any of the provisions of this clause:

- (i) the Contractor shall have the right to suspend the performance of this Agreement without notice and for such time as the Consultant deems necessary to investigate the conduct of the Client, without incurring any liability or obligation to the Client for such suspension;
- (ii) the Client shall take all reasonable steps to prevent the loss or destruction of any supporting documentation relating to such conduct.

If the Client breaches any of the provisions of this clause:

- (i) the Contractor may immediately terminate this Agreement without notice and without liability;
- (ii) the Client agrees to indemnify the Contractor, to the fullest extent permitted by law, for any loss, damage or expense incurred or suffered by the Company as a result of such breach.

#### **SEVENTEENTH : APPLICABLE LAW AND JURISDICTION**

THIS CONTRACT AND EVERY ORDER BETWEEN THE OFFICIAL DELEGATION AND GL IS GOVERNED BY FRENCH LAW.

ANY DISPUTE THAT MAY ARISE BETWEEN THE OFFICIAL DELEGATION AND GL IN RELATION TO THE FORMULATION AND/OR INTERPRETATION AND/OR PERFORMANCE AND/OR CESSATION OF THIS CONTRACT AND/OR OF ANY CONTRACT CONCLUDED BETWEEN THE OFFICIAL DELEGATION AND GL WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF LYON, EVEN IN THE EVENT OF THIRD-PARTY PROCEEDINGS OR A PLURALITY OF DEFENDANTS, INCLUDING ANY DISPUTE RELATING TO THE BREACH OF CONTRACT.

<b>In agreement and having read the mentioned contract sign herby:</b>	
<b>Name of Authorized Representative</b>	Alessandro Modiano
<b>Position</b>	Director General
<b>Date</b>	
<b>Signature</b>	Digita qui il testo

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Official Stamp

