

**UGOVOR IZMEĐU HORASIS-a I VLADE CRNE GORE ZA ORGANIZOVANJE SASTANKA „HORASIS
VISIONARY CIRCLE 2013., U CRNOJ GORI**

Vlada Crne Gore, adresa Karadjordjeva bb, 81 000 Podgorica, Crna Gora (u daljem tekstu – CRNA GORA)

i

Horasis Inc., sa registrovanim sjedištem na adresi PO Box 113468, Dubai, Ujedinjeni Arapski Emirati i sjedištem uprave na adresi Thurgauerstrasse 40, CH-8050 Ciriš, Švajcarska (u daljem tekstu – HORASIS), društvo koje predstavlja predsjednik dr Frank-Jürgen Richter

BUDUĆI DA je HORASIS nezavisna međunarodna organizacija opredijeljena da sproveđe u djelu viziju održive budućnosti. HORASIS godišnje upriličava nekoliko sastanaka na visokom nivou za najznačajnije svjetske lidera iz svijeta biznisa. Vodeći događaji su regionalni samiti sa fokusom na Kinu, Indiju, Rusiju i Arapske zemlje i najčešće okupljaju oko 200 – 400 direktora;

BUDUĆI DA CRNA GORA teži da postane jedna od najznačajnijih evropskih ekonomija, opredijeljena da postane centar turizma i sektora usluga, kao i da želi da učvrsti i stvori predstavu o sebi kao ambijentu za kreiranje novih, inovativnih incijativa za sprovođenje vizije održive budućnosti;

BUDUĆI DA CRNA GORA planira da se fokusira na neke od najbogatijih svjetskih preduzetnika i kompanija kako bi privukla dodatne investicije u Crnu Goru;

BUDUĆI DA je HORASIS u postupku organizovanja inauguralnog sastanka Horasis Visionary Circle, sastanka na visokom nivou najuglednijih direktora kompanija čija su sjedišta u zemljama u razvoju i zemljama zapadne hemisfere;

BUDUĆI DA su CRNA GORA i HORASIS postigli sporazum da ovaj inauguralni sastanak HORASIS Visionary Circle predstavlja idealnu priliku za promociju strategije Crne Gore na način prethodno naveden;

Ugovorne strane postigle su saglasnost o sljedećem:

1. CRNA GORA biće suorganizator 2013 HORASIS VISIONARY CIRCLE SASTANKA (u daljem tekstu "SASTANAK") koji organizuje HORASIS i koji će se održati u Crnoj Gori od 20-22. septembra, sa ciljem da okupe neke od vodećih svjetskih preduzetnika. Prava na događaj, kao i sva prava u pogledu zaštitnog znaka "Horasis", ostaju isključivo vlasništvo HORASIS-a.
2. CRNA GORA i HORASIS saglasni su da međusobno sarađuju u oblastima koje spadaju u njihovu odgovornost i nadležnost, korišćenjem administrativnih, finansijskih, tehničkih, ljudskih i drugih resursa u svrhe organizovanja SASTANKA i da obezbijede pravilan tok istog. Ovim Ugovorom uspostavlja se saradnja između ugovornih strana, definišu prava i obaveze ugovornih strana, kao i postupci za organizovanje SASTANKA.
3. SASTANAK će se biti upriličen u hotelu sa pet zvjezdica. Učesnici plaćaju troškove svog smještaja. Događaj traje tri dana: prijem/večera dobrodošlice prvog dana, sa sesijama/razgovorima koji se održavaju drugog i trećeg dana. Tokom trajanja programa biće organizovana krstarenja jahtama i obilasci.
4. Logo HORASIS-a pojavljuje se kao jedini logo na događaju, na roll-up banerima, bedževima i ostalom promotivnom materijalu. CRNA GORA će promovisati zemlju i relevantne investicione prilike na istaknutom mjestu u hotelu u kojem se odžava dešavanje (npr. štand/paviljon na recepciji/u holu).
5. HORASIS će promovisati SASTANAK vodećim svjetskim preduzetnicima. Smatramo da će biti 10-20 učesnika. HORASIS će takođe biti odgovoran za kreiranje glavne teme sastanka i da sprovodi panel diskusiju.
6. CRNU GORU će predstavljati visoki zvaničnici, na primjer Premijer ili Predsjednik koji će održati govor tokom večere na otvaranju događaja. CRNA GORA će pozvati nekoliko predsjednika država/drugih javnih ličnosti koji će se pridružiti učesnicima tokom sesija organizovanih za vrijeme večere.
7. Pojedine sesije biće organizovane isključivo za članove HORASIS Visionary Circle. CRNA GORA je pozvana da uzme učešća u odabranim aktivnostima (npr. večera dobrodošlice i večera prilikom zatvaranja događaja).
8. Primjenjuju se „Chatham House“ pravila. Medijima nije dozvoljeno prisustvo sastancima/niti će biti obaviješteni o sastanku. Primjenjuje se najviši standardi u pogledu bezbjednosti i privatnosti. CRNA GORA je dužna da organizuje obezbjeđenje od dolaska na aerodrom, tokom transfera i boravka u hotelu.
9. CRNA GORA je zadužena za pružanje cijelokupne logističke podrške. CRNA GORA finansira troškove održavanja SASTANKA (mjesto dešavanja, katering (3 večere, 2 ručka, doručci/pauze za kafu), tehničko i osoblje za podršku, obezbjeđenje, lokalni transport, fotografa, ozvučenje, štampane materijale, (brošuru sa programom, bedževe, pločice sa imenima), krstarenje jahtom/obilasci, hotelsku sobu za predsjednika Horasisa tokom održavanja sastanka). CRNA GORA će direktno finansirati stvarne troškove sastanaka sa pružaocima različitih usluga. CRNA GORA neće pozvati sponzore privatnog sektora da pokriju troškove SASTANKA.

CRNA GORA saglasna je da finansira troškove učešća 2-3 govornika (vodeće mislioce i ostale intelektualce), a koje čine troškovi smještaja, avionske karte i honorari, u maksimalnom ukupnom iznosu do 20.000 eura.

10. CRNA GORA saglasna je da plati HORASIS-u upravljačku naknadu u iznosu od 50.000 švajcarskih franaka. Naknada se plaća nakon potpisivanja ovog dokumenta.

11. CRNA GORA imenovaće radni tim koji će sarađivati sa HORASIS-om i biti zadužen za sva organizaciona pitanja.

12. Ovaj Ugovor stupa na snagu na dan potpisivanja od strane ugovornih strana.

13. Mjerodavno je švajcarsko pravo. HORASIS i CRNA GORA saglasni su da će uložiti sve napore da pregovorima riješe bilo koji spor koji proizide iz ovog Ugovora. U slučaju da se takvi pregovori ne okončaju u roku od 30 (trideset) kalendarskih dana, za postupanje po svim zahtjevima i/ili rješavanje sporova koji proizidu iz ili u vezi sa ovim Ugovorom biće isključivo nadležni sudovi u Cirihu, Švajcarska.

Potpisi

Za Vladu Crne Gore
Ministar Finansija

Dr Radoje Žugić

Za Horasis
Predsjednik

Frank-Jürgen Richter

**CONTRACT BETWEEN HORASIS AND THE GOVERNMENT OF MONTENEGRO FOR THE HOSTING OF THE
2013 MEETING OF THE HORASIS VISIONARY CIRCLE IN MONTENEGRO**

Government of Montenegro. address Karadjordjeva bb, 81000 Podgorica, Montenegro... (hereinafter referred to as – MONTENEGRO)

and

Horasis Inc., having its registered address at PO Box 113468, Dubai, United Arab Emirates and headquartered at Thurgauerstrasse 40, CH-8050 Zurich, Switzerland (hereinafter referred to as – HORASIS), represented by the Chairman Dr. Frank-Jürgen Richter.

WHEREAS, HORASIS is an independent international organization committed to enact visions for a sustainable future. HORASIS regularly hosts several large-scale meetings per year for the world's most senior business leaders. The flagship events are regional summits focusing on China, India, Russia and the Arab world and are typically attended by 200 – 400 CEOs;

WHEREAS, MONTENEGRO is thriving to be one of Europe's most important economies committed to serve as tourist and services centre and would like to reinforce and create a public image as a converter for new, innovative initiatives to enact visions for a sustainable future;

WHEREAS, MONTENEGRO is planning to target some of the world's wealthiest entrepreneurs and enterprises in order to attract additional investment into Montenegro;

WHEREAS, HORASIS is in the process of organizing the inaugural meeting of the Horasis Visionary Circle, a high-level meeting of prominent CEOs of companies based in emerging markets and the Western hemisphere;

WHEREAS, MONTENEGRO and HORASIS are in agreement that such inaugural meeting of the HORASIS Visionary Circle is an ideal platform to promote MONTENEGRO's strategy as described above;

The Parties hereby agree as follows:

1. MONTENEGRO will act as the co-host of the 2013 MEETING OF THE HORASIS VISIONARY CIRCLE (hereafter referred to as the “MEETING”) organized by HORASIS that will take place in Montenegro on 20-22 September, with the aim to bring together some of the world’s leading entrepreneurs. The rights of the event, including any rights to the trademark “Horasis”, exclusively remain with HORASIS.
2. MONTENEGRO and HORASIS agree to cooperate with each other in the areas of their responsibility and competence, by using administrative, financial, technical, human and other resources in order to arrange the MEETING and ensure its proper course. This Contract sets up cooperation of the Parties, its scope, determines rights, obligations of the Parties and procedures of the MEETING arrangements.
3. The MEETING will be held at a 5-star hotel. Participants pay for their own accommodation. The event is a three days event: opening reception/dinner on the first day, with sessions/conversations held on the second and third day. The programme is intersected by yachting and sightseeing.
4. The HORASIS logo will appear as the exclusive logo of the event, on roll-ups, badges and other promotional material. MONTENEGRO will promote the country and relevant investment opportunities at a prominent place at the event hotel (e.g. by way of a stand/booth in the reception area/foyer).
5. HORASIS will promote the Meeting to the world’s leading entrepreneurs. We aim for 10-20 participants. HORASIS is also responsible to create the intellectual backbone of the meeting and to conduct the panels.
6. MONTENEGRO will be represented on the highest level, for example with the Prime Minister or President speaking during the opening dinner. MONTENEGRO will invite several heads of state/other public figures who will join the participants during the dinner sessions.
7. The various sessions are of exclusive participation to the members of the HORASIS Visionary Circle. MONTENEGRO is invited to take part in selected activities (eg the opening and closing dinners)
8. Chatham Rules apply. The media is not allowed to take part in the meeting / not informed about the meeting. Highest security and privacy standards apply. MONTENEGRO will ensure security from arrival at the airport, during transfers, and stay at the hotel.
9. MONTENEGRO is in charge of providing all logistical arrangements. MONTENEGRO finances the cost (venue, catering (3 dinners, 2 lunches, breakfast/coffee breaks), supporting and technical staff, security, local transportation, photographer, sound system, printed material (programme brochure, badges, nametags), yachting/sightseeing, a hotel room for the Chairman of Horasis during the meeting, etc.) of the holding of the MEETING. MONTENEGRO will directly settle the cost of the meeting with the various service providers at actual cost. MONTENEGRO will not invite private sector sponsors to cover the cost of the MEETING.
MONTENEGRO agrees to finance the participation of 2-3 speakers (thought leaders and other intellectuals), comprising accommodation, airfare and honorarium in the total amount of maximum 20.000 Euros.
10. MONTENEGRO agrees to pay HORASIS a management fee of Swiss Francs 50 000. The fee will be paid upon signing of this document.
11. MONTENEGRO will appoint a working team as counterpart for HORASIS, to deal with all organizational issues involved.

12. This contract shall enter into force on the date on which it is signed by the Parties.

13. Swiss laws apply. HORASIS and MONTENEGRO agree to use best efforts to resolve any disputes arising from this contract through negotiations. In the event that such negotiations are not settled within 30 (thirty) calendar days, all claims and/or disputes arising out of or relating to this contract shall be subject to the exclusive jurisdiction of the courts in Zurich, Switzerland.

Signatures

For the Government of Montenegro
Minister of Finance

Dr Radoje Žugić

For Horasis
Chairman

Dr Frank-Jürgen Richter

Date:

Date: