

**Service Contract n°.../APPA
on the Organisation of the Fifth African Petroleum
Congress & Exhibition (CAPE V)**

Between :

On one part

The African Petroleum Producers' Association (APPA)

18th Floor Tour NABEMBA

B.P. 1097 Brazzaville, Republic of Congo,

Tel. +242 665 38 57, represented by its Executive Secretary, **Mr. Gabriel DANSOU
LOKOUSSOU,**

The Ministry of Mines, Oil and Hydrocarbons of Gabon,

BP 874 Libreville, Gabon, represented by the Minister of Mines, Petroleum and Hydrocarbons,
Mr. Alexandre Barro CHAMBRIER ,

Hereinafter designated respectively as the « **APPA** » and the « **Hydrocarbons Ministry** », collectively designated « **the Client** », on one hand;

and

On the other part

....., Tel. :, E-mail : [...](#), represented by its General Director, Mr.,

Hereinafter designated « **the Consultant** », on the other hand ;

Individually and/or collectively designated as the « **Partie(s)** ».

PREAMBLE

It has first been stated that:

1. The APPA, among other objectives, seeks :
 - To promote cooperation between the Member Countries in the area of exploration, production, refining of hydrocarbons, petrochemicals, human resources, acquisition and adaptation of technology as well as legal issues;
 - To promote technical assistance among Member Countries in the areas wherein individual members have acquired experience ;
 - To promote the coordination of commercial policies and strategies of the Member Countries through exchange of information in view of better managing their non-renewable resources and to drawing a fair revenue from their exportations;
 - To improve the understanding of the energy situation and policies in the Member Countries with a view to meeting the domestic energy needs;
 - To study the ways and means of providing assistance to African net petroleum importers in view of meeting their energy needs.

One of the means for attaining these objectives was the creation in 2003 by APPA of the African Petroleum Congress and Exhibition (CAPE).

2. The African Petroleum Congress and Exhibition is a meeting once every three years of specialists and high level African directors in the hydrocarbon sector, constituting a platform for developing relations and ties between decision-makers and professionals in the petroleum sector. An exhibition is organized by the petroleum companies and societies, as well as by the service companies and others which are operating in all over the world and on the African Continent in particular.
3. The 27th Ordinary Session of the APPA Council of Ministers held in Kinshasa (Democratic Republic of Congo) in March 2010, decided upon the organization of the Fifth edition of the CAPE in Libreville (Gabon) in March 2013.
4. The bureau of the Organization and Supervision Committee of the CAPE V is presided over by the Ministry in charge of Hydrocarbons of Gabon and the Vice President, represented by the APPA Executive Secretary. The Organization and Supervision Committee of the CAPE V is composed of a Scientific Commission, a local organizing Committee, a Secretariat, and then the Consultant defined as the Co-organizer.
5. The place that will host the CAPE V is,
6. The APPA launched on September 23rd, 2011 a bidding call, which led to the selection of the Firm
7. The Consultant Hereby guarantees to co-organise the CAPE V with the Gabonese Republic and the Organization and Supervision Committee.

In witness whereof, the **Parties** have agreed what follows:

Article 1 : OBJECTIVES

The present Contract consists in the organization of the Congress and an International Exhibition which will be held from.....to March 2013.

Article 2 : DEFINITIONS

According to the present Contract, the terms here below shall have the following meanings:

- **Congress** : the 5th African Petroleum Congress and Exhibition, abbreviated as « CAPE V »;

- **Exhibition** : the above mentioned international Exhibition;
- **Organization and Supervision Committee** : the Ad Hoc Committee representing the APPA, the Gabonese Republic, Algeria, Benin, Congo, Libya and the Democratic Republic of Congo, set as “COS” acronym.
- **Contract** : the present document tying the Client (Organization and Supervision Committee) and the Consultant,
- **Approval** : any written and duly signed document, by which one of the Parties undertakes a commitment,
- **Services**: designates all supplies and services to be provided within the context of the present Contract by the Consultant.

Article 3 : DURATION

The present Contract shall become effective beginning upon the date of its signature until three (3) months after the end of the Congress, and it can be modified upon the justified request of one of the Parties.

Article 4 : FAILURE OF THE CONSULTANT

In case of the failure of the Consultant to carry out his obligations, which might cause a delay in the organization and realization of the Congress, without the Consultant presenting valid and convincing justifications that have been accepted by the Organization and Supervision Committee, the Client shall reserve the right to carry out the services by a third party and subtract the costs from what is owed to the Consultant.

Article 5: OBLIGATIONS OF THE PARTIES

5.1. For the « Client » :

1. Validate the programmes and themes of the Congress and Exhibition ;
2. Adopt, supervise, approve and control the activities of the Consultant and other speakers or presenters;
3. Send the invitation letters to the Member Countries and certain other participants ;
4. Supervise the preparation of the site wherein the Congress will take place, as well as keep an eye on the decoration, equipment and rentals ;
5. Approve and direct the marketing campaign ;
6. Validate the website of the Congress belonging to the Client who is the owner ;
7. Supervise those participants signing up;
8. Give a mandate to the Consultant to carry out all activities related to the organisation of the Congress ;
9. Approve of the media plan and validate the brochures, documents and the graph charts;
10. Contribute support for interpreting activities ;
11. Validate the final report of the evaluation of events for the CAPE IV ;
12. Validate the draft budget for the Consultant, prepare and validate the general budget and follow up on its application ;
13. Carry out the quarterly controls and produce a report on them ;
14. Release the Consultant after having carried out general financial controls and having closed the accounts.

5.2 For the Gabonese Hydrocarbons Ministry:

- 1) Guarantee the security of goods and people involved in the activities tied to the Congress during the entire contract period;

- 2) Grant the Consultant and other speakers or presenters in the organization of the Congress, every administrative, customs and consular facility, as well as the necessary security guarantees for the application of the present contract;
- 3) Cover medical needs of those involved in the Congress activities ;
- 4) Identify and make available for the Consultant the area wherein the Congress events will take place;
- 5) Guarantee the proper conduct of the Congress activities.

5.3. For the Consultant :

1. Contribute to the preparation of the programme and the formulation of the themes for the Congress;
2. Open a bank account in Gabon for the exclusive management of the receipts and expenses of the CAPE V organisation;
3. Prepare the budget for both receipts and expenses ;
4. Identify all those who are to present a paper ;
5. Arrange and decorate the sites ;
6. Set up, connect for online service and update the Congress website;
7. Sign up the participants ;
8. Carry out a marketing and sponsorship campaign ;
9. Prepare, implement and lay out the media plan, brochures and documents ;
10. Prepare the graph chart ;
11. Bring support to the welcome reception activities and protocol;
12. Supervise accommodation and reservations;
13. Finance and organise meals and local transportation;
14. Finance and prepare kits (badges, document folders and contents) ;
15. Register participants and give them badges, document folders and documents;
16. Finance and supervise the sound system ;
17. Organise the functioning of the interpreting booths and equipment for simultaneous translation ;
18. Finance the cost of transportation and fees of all speakers and presenters;
19. Set up and manage the press rooms and Internet ;
20. Set up and manage the Secretarial room for the Congress ;
21. Contribute support to the proper arrangement of the VIP room as well as the opening and closing ceremonies;
22. Organise and finance the festive dinner parties;
23. Cover the cost of accommodation, meals and local transportation of the APPA Ministers and two of their collaborators, the APPA National Representative and one Expert from each APPA Member Country, the APPA Executive Secretary, their two Assistants and three officers, the Director of the APPA Fund for Technical Cooperation and two of his collaborators.
24. Keep and update the CAPE V Accounting journals ;
25. Write up a monthly budgetary execution report;
26. Produce and finance the documents resulting from the Congress ;
27. Prepare the final report of the CAPE IV meeting;
28. Prepare the budget and contribute to the follow-up of the application of the general budget.

Article 6 : MEANS OF EXECUTION

All the Consultant's supplies and services must be of excellent quality and compliant to the provisions of the present Contract.

Article 7 : FINANCIAL PROVISIONS

The cost of all Supplies and Services, the purpose of the present Contract, shall be covered by the receipts of the Congress coming from the following:

- 1) the leasing of exhibition space;
- 2) Congress Participation charges ;
- 3) Sponsoring contributions;
- 4) Sale of publicity and advertisements.

It shall be understood that the Consultant, shall alone be responsible for the risk of financial coverage for all Supplies and Services stipulated in the present Contract.

Article 8 : AMOUNT TO BE PAID TO THE APPA

8.1. Minimum Guaranteed Amount

The Consultant shall pay APPA a minimum guaranteed amount of 40,000 (Forty Thousand) Euros.

8.2 Means of Payment of the Minimum Guaranteed Amount

The payment of this amount shall take place as follows:

- 50% upon the signing of the present Contract ;
- 50% six months after the signing of the present Contract.

The total amount shall be deducted from the profits made, to be paid to APPA.

8.3 Sharing of the Profits

The Consultant shall pay APPA at the end of the Congress, Fifty (50) % of the profits made through the organization of the Congress, within sixty (60) days following the end of the Congress, upon the presentation of the final report of the meeting.

Article 9 : BANK GUARANTEE

As a guarantee for the execution of his obligations stipulated in the present Contract, the Consultant shall set up at his own expense, a bank guarantee of Fifty Thousand (50,000) Euros in the name of the APPA, one month at the latest after the signature by the Parties of the present Contract.

The said bank guarantee shall be unfrozen by a simple release pronounced after having received a notice from the Client signifying the compliance by the Consultant of all terms of the present Contract, and this, at the latest, fifteen (15) days after having received the final report of the meeting.

Article 10 : TAX SYSTEM

Importations brought into the country by the Consultant and the Exhibitors shall come under temporary admission status with the consequent lack of any payment of customs duties.

Article 11 : FOLLOW-UP AND CONTROL

Within the context of the execution of the provisions of the present Contract, the Client shall assure the follow-up and control of all activities of the Consultant and shall produce a quarterly report.

Article 12 : BANK REFERENCES FOR THE CONSULTANT

For the execution of the present Contract, the Consultant shall proceed to the opening of a bank account in a well-established commercial bank in the Gabonese Republic. He can open other accounts outside Gabon in order to facilitate the circulation of funds.

For the purpose of executing the present Contract, his bank references shall be notified to the Organisation Committee within the ten (10) days following the opening of the account(s).

Article 13: RELATIONS BETWEEN THE PARTIES

The Consultant shall guarantee whenever it is required, to meet the invitations from the Ministry of Mines, Petroleum and Hydrocarbons of the Gabonese Republic and those of APPA in their offices or send a representative entitled to represent it, so that no operation in relation to the Client can be delayed or suspended due to his absence.

The Client and the Consultant will also establish a communication procedure.

A regular meeting is scheduled in Libreville between the Client and the Consultant, whose periodicity is defined by the SOC. Each meeting will be sanctioned by an official report.

Article 14 : TRANSFER OF THE CONTRACT AND SUBCONTRACTING

The Consultant can in no case transfer to a third party the entire or part of the present Contract, whether this should be in the form of a corporate contribution or contract with an association for the execution of this present Contract, without having first obtained the written authorization of the Client.

The Consultant cannot, without having first obtained the written authorization of the Client, subcontract all or a part of the present Contract to one or several subcontractors for the execution of the Services mentioned in the present Contract which come under his own specialties and which have been confided to him because of his means and experience.

Article 15 : MODIFICATION OF THE CONTRACT CONDITIONS

The Parties agree that the provisions of the present Contract can be modified through a common agreement between the parties. In case such modification should be envisaged, they must be formalized by an additional clause or a contract signed by both Parties.

Article 16 : INSURANCE

The Consultant hereby guarantees to subscribe to an insurance policy to cover, in general, all risks inherent in the preparation and organization of the Congress in the Gabonese Republic, in compliance with legislation and regulations in force and, in particular, an insurance policy covering the Consultant's liability.

For the other risks and amounts related thereto, the insurance shall be regulated according to the legislation in force in the Gabonese Republic.

Article 17 : APPLICABLE LAW

The Present Contract shall be administered by the provisions of the legislation and regulations in force in the Gabonese Republic.

Article 18 : RESOLUTION OF CONFLICTS AND APPLICABLE LAW

Any conflict resulting from the present Contract or related thereto shall be resolved amicably.

If there can be no amicable agreement within a period of thirty (30) days, the conflict shall be definitively resolved in application of the arbitration regulations of the International Chamber of Commerce in Geneva (Switzerland) by one or several arbitrators designated in compliance with these regulations.

Applicable law shall be the law of the Gabonese Republic.

The language to be used for the arbitration is French.

Article 19 : CANCELLATION

The Client shall reserve the right, in case of a serious breach on the part of the Consultant in the application of his contractual obligations, to pronounce the cancellation of the present Contract within a fifteen (15) day period after having sent a summons to the Consultant by registered letter with acknowledgement of receipt.

In case of a bankruptcy or legal regulation of the Consultant, the Client shall reveal his intention to

impose this cancellation according to the terms of an express declaration formulated by the Consultant within a two (02) month period beginning upon the legal publication of the judgment pronouncing the bankruptcy or granting the benefit of legal regulation.

In case the present Contract should be cancelled in application of the provisions of the present article, the Client shall reserve the right to claim indemnification or compensation because of the prejudice that he has been submitted to because of the Consultant. In addition, the Client also reserves the right to have the present Contract continued by a third party company.

Article 20 : FORCE MAJEURE

Neither of the Parties shall be considered to have breached his obligations stipulated in the present Contract, to the extent that the execution of his obligations shall have been delayed or prevented by the occurrence of a case of *force majeure*. By *force majeure*, we mean any act or unforeseeable and irresistible event that is independent from the will of the Parties.

The following can be included in the definition of *force majeure*: natural catastrophes, such as floods, earthquake, fire, explosion, war and any event which makes it either impossible or extremely costly for either of the Parties, to continue executing the present Contract.

If there should be an event constituting a case of *force majeure*, the obligations affected by the *force majeure* shall automatically be prolonged for a period equal to the delay that has resulted from the occurrence of the case of *force majeure*, being understood that this prolongation shall not imply a penalty to be charged to the Party that was prevented.

The Party who has claimed a case of *force majeure* shall, as soon as possible after the occurrence of the *force majeure*, and within a seven (7) day maximum time period, send a notice to the other Party, containing all useful information concerning this case. Any delay for a case of *force majeure* that has not been notified within the conditions and form mentioned here above, shall in no case be retained.

In any case, the Party concerned shall take all useful measures in order to recuperate within the shortest time possible, and again take up the execution of the obligations affected by the case of *force majeure*.

If following a case of *force majeure*, the Client or the Consultant cannot continue to carry out the services as provided for in the present Contract during a period of one (01) month, the two Parties shall meet as soon as possible to examine the contractual impact of the said events.

Article 21 : NOTICES

Any notice coming from either of the Parties in the name of the present Contract, shall be addressed in writing to the following references of the Parties:

- **The African Petroleum Producers' Association (APPA)**
18th floor NABEMBA Tower, B.P. 1097 Brazzaville, Republic of Congo,
Tél. +242 665 38 57, Fax 00242 669 99 13 or 0033 1 34 29 59 46,
e-mail: appa@appa.int represented by its Executive Secretary,
- **The Ministry of Mines, Petroleum and Hydrocarbons of Gabon**, living in ...;
Tél ... Fax ... E-mail : , represented by the Minister:
- ..., ... Tél. :, Fax : ..., E-mail :, represented by

Article 22 : SCHEDULES

The following schedules are an integral part of the present Contract:

- Annex 1 : Tender documents,
- Annex 2 : Terms of Reference related to the organization of the Congress,
- Annex 3 : Summary Tables on the distribution of tasks in the organization of the CAPE V,
- Annex 4 : Budgetary Evaluation,

- Annex 5 : Services and Supplies of the Consultant.

In case of a contradiction or divergence between the terms of the Contract and those of the annexes, the provisions of the present Contract shall prevail.

Article 23 : EFFECTIVE DATE

The present Contract shall become effective upon its signature by the Parties. It shall conserve its effect until the extinction of the rights and obligations to be applied by the Parties.

Done in Libreville, in nine (9) original copies, each copy being equal to the other original copies, le 2011.

For
The African Petroleum
Producers' Association

The Executive Secretary

Gabriel DANSOU
LOKOSSOU

For
The Republic of Gabon

*The Minister of Mines, of
Petroleum and Hydrocarbons*

...

For
...

The Managing Director

...