

AGREEMENT ON COOPERATION

*between Central Institute for Continuing Education and Training (Obninsk, Russia)
and Deutsche Energie-Agentur (dena)
(Berlin, Germany)*

Obninsk
«16» March 2011

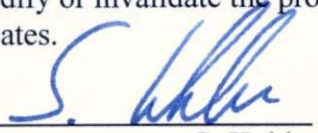
Central Institute for Continuing Education and Training (CICE&T), represented in this deed by its Rector, Yury Seleznev, acting in accordance with its Charter, on the one side, and Deutsche Energie-Agentur GmbH (dena) represented in this deed by its Managing Director Stephan Kohler, acting in accordance with its Charter, on the other side, hereinafter referred to as " the Parties" collectively or a Party individually, have agreed upon the following:

1. Subject of the Agreement

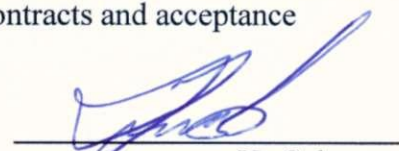
- 1.1 The subject of this Agreement is cooperation between the Parties in research, education and training with respect to energy audit, energy efficiency and energy management.
- 1.2 The cooperation may take the following forms:
- development of activities and training program aimed at training, advanced training and retraining of managers and specialists;
 - organization and conducting the training of managers and specialists according to developed programs;
 - organizing meetings, symposia, workshops, summer schools and/or internships;
 - support of trainees with respect to studies they undertake;
 - promotion of the Parties' activities among affiliated organizations and partners;
 - exchange of information and materials;
 - implementation of joint projects.
- 1.3 The parties agree to provide necessary conditions for collaborative activity pertaining to execution of this Agreement

2. Cooperation management

- 2.1 For implementing cooperation activities each Party shall appoint a representative to establish a working group.
- 2.2 Both Parties entrust the working group with the following responsibilities:
- planning and organizing the process of cooperation implementation;
 - monitoring the scope of services provided as part of cooperation activity and identifying substantial nonconformance;
 - organizing meetings;
 - supervising performance of obligations under this Agreement and related contracts;
 - addressing internal organizational issues;
 - timely preparation of reports concerning cooperation.
- 2.3 Representatives of the working group shall be authorized to conduct any negotiations pertaining to execution of this Agreement and related contracts and sign any documents that do not modify or invalidate the provisions thereof, except service contracts and acceptance certificates.



S. Kohler



Yu. Seleznev

3. General provisions

3.1 The Parties shall agree and sign separate contracts, based on this Agreement, defining a work plan for relevant activities, including estimates of costs and other obligations and conditions that are not covered by the provisions of this Agreement. The Agency "dena" is prepared to implement projects or their individual parts on commercial basis.

3.2 The Parties shall comply with the applicable law in relation to execution of this Agreement and related contracts and shall properly perform their obligations under this Agreement and related individual contracts.

3.3 The Parties shall provide support to each other with respect to execution of this Agreement and related contracts, including provision of all necessary information and timely notification of each other of any circumstances impeding implementation.

3.4 Specific obligations that are not expressed in this Agreement, but pertaining to its execution, will be stated by the Parties in separate contracts.

4. Special provisions

4.1 All documentation under this Agreement and individual contracts in pursuance of this Agreement shall be transferred by the Parties to their authorized representatives against acknowledgement on a received document copy. Such documentation shall be kept for not less than 5 years.

4.2 All financial relations under this Agreement shall be governed by separate contracts.

5. Duration of the Agreement

5.1 This Agreement becomes effective from the moment of its signing by both Parties and remains in force during 3 (three) years.

5.2 Extension of this Agreement shall be made by an appropriate Protocol signed by the Parties to the Agreement.

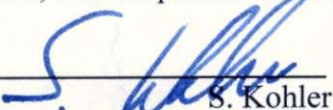
5.3 This Agreement may be terminated by either Party, upon 30 days written notice to the other Party.

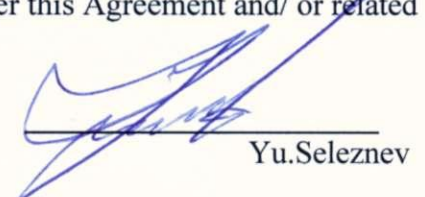
5.4 This Agreement shall be valid for the period of not less than 1 year from the date of its signing, but not until the Parties have performed obligations undertaken and expiry and/or cancellation of all related contracts.

6. "Acts of God" (force majeure)

6.1 The parties shall be released from their responsibility for partial or full non-fulfillment of their obligations under this Agreement and/or related contracts, if failure to perform obligations is caused by force majeure, i.e. emergency circumstances unavoidable under existing conditions, occurring after the date of signing this Agreement, which the Parties could not have foreseen or prevented by taking any reasonable measures, and if such circumstances impede execution of the Agreement and/or contracts. Such force majeure events include, inter alia, fires, floodings, earthquakes or other natural disasters, military operations etc.

6.2 If any of the circumstances as per 6.1 of this Agreement occur, the Party affected shall promptly, within 5 working days as from the force majeure occurrence, notify the other Party thereof in writing and take all necessary and reasonable measures to minimize possible losses of the other Party. The notification shall include data about the nature of the event and assessment of how this affects execution by the Party of the obligation as per this Agreement and/ or related contracts, and the period of obligations performance.


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6.3 On termination of the circumstances, as per 6.1 of the Agreement, the Party affected shall promptly, within 5 (five) working days as from the termination of force majeure, notify the other Party thereof in writing. The notification shall include a period within which the obligations as per the Agreement and/or contracts are anticipated to be performed.

6.4 In the cases as per 6.1 of this Agreement, the period of performance by the Parties of obligations as per this Agreement and/or contracts shall be extended proportionally by a period equal to the duration of the corresponding circumstances and their consequences.

6.5 Should the circumstances and their consequences as per 6.1 of this Agreement persist more than three months, and if upon their occurrence it becomes apparent that those circumstances and their consequences will exist longer than this period, either Party has the right to cancel this Agreement and/or contracts, notifying the other Party thereof in writing.

6.6 Failure to perform or improper performance of the responsibilities as per 7.2 of this Agreement shall deprive the Party of the right to refer to them in future.

7. Commercial secret

7.1 All legal, financial and other information pertaining to signing and execution of this Agreement and related contracts is deemed to be a commercial secret.

7.2 The parties undertake:

7.2.1 To protect confidentiality of information comprising a commercial secret, excluding access to information for the third party.

7.2.2 To provide access to information comprising a commercial secret only for duly authorized representatives of the Parties instructed on how to handle such information.

7.3 The parties have the right to use information comprising a commercial secret only with the prior written consent of the other Party .

7.4 One of the Parties wishing to make a public statement or issue a press-release pertaining to this Agreement and/or related contracts shall first obtain the written consent of the other Party.

8. Transfer of rights

8.1 No rights or obligations under this Agreement shall be assigned or transferred by the Parties, partially or in full, without the prior written consent of the other Party.

9. Disputes resolution and applicable law

9.1 Should any dispute arise under this Agreement, the Parties shall seek to resolve it through negotiations, by way of pretrial proceedings, the period of complaint consideration shall be 15 working days.

9.2 Should it be impossible to settle disagreement, disputes shall be subject to settlement by arbitration in the location of the complainant.

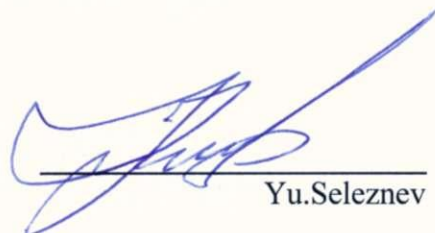
10. Other provisions

10.1 This Agreement expresses the entire agreement and understanding between the Parties. Any modifications of or changes to this Agreement shall be in writing.

10.2 Should the need arise to conclude additional agreements and/or contracts in pursuance of this Agreement, the Parties agree to consider, as soon as possible, terms and provisions of such additional agreements and/or contracts and sign them.



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10.3 Ineffectiveness or invalidity of a part of the Agreement shall not entail ineffectiveness or invalidity of other parts of the Agreement, unless economic and legal content thereof is affected. In this case, the Parties agree to negotiate modifications to this Agreement, so that the intentions of the Parties could be implemented to the fullest extent with the purpose of execution of this Agreement.

10.4 Any approvals, required from either of the Parties, as per the terms of this Agreement, shall be made available within 15 working days.

10.5 All modifications of or changes to this Agreement are valid, provided they are in writing and signed by authorized representatives of the Parties.

10.6 This Agreement is made in two copies in the English language. Each copy has the same legal force and each Party holds one copy.

11. Bank Details

Deutsche Energie-Agentur GmbH dena

Bank: Pax-Bank eG
Account.: 6003 131 015
BLZ: 370 601 93
BIC GENODED1PAX
IBAN DE 5237 0601 9360 0313 1015

Address: Chausseestrasse 128a
10115 Berlin, Germany

Central Institute for Continuing Education and Training

Bank
SBERBANK (SREDNERUSSKY OFFICE),
OBNINSK BRANCH № 7786
OBNINSK, RUSSIA
S.W.I.F.T CODE: SABRRUM3
Account number: 40703840122230160190

Address: 21 Kurchatov Str., Obninsk,
Kaluga Region, 249031, Russia

On behalf of Deutsche Energie-Agentur (dena)

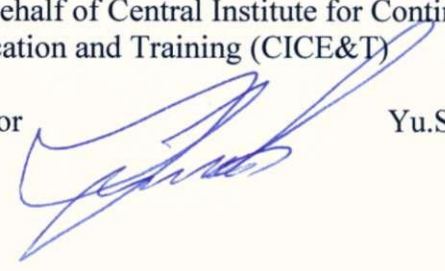
Managing Director



S. Kohler

On behalf of Central Institute for Continuing Education and Training (CICE&T)

Rector



Yu. Seleznev