

PARTNERSHIP AGREEMENT

Project code: **Post Tsunami Thailand, Indonesia, Sri Lanka PJO1028**

The following is agreed between the first party:

GROUPE DÉVELOPPEMENT association, henceforth referred to as "Groupe Développement", whose head office is located at Bâtiment 106 - BP 107 - 93352 Le Bourget Cedex, France,

And the second party:

Khon Kaen University, Nong Khai Campus, 112 T. Nongkomkor, Muang, Nong Khai 43000 Thailand

Article 1 - Subject of agreement

- 1.1 The subject of the present agreement is the award of a grant by GROUPE DEVELOPPEMENT to the Partner for the purposes of implementing the action entitled "Realisation of a booklet of sensibilisation on sustainable tourism and environment to local operators and local population in Thailand, Sri Lanka and Indonesia", henceforth referred to as "the Action".
- 1.2 This grant is awarded to the Partner in accordance with the conditions stipulated in the present agreement and its appendices, which are considered an integral part of the agreement and which set down the details of the Action and its outline budget.
- 1.3 The partner undertakes to implement all necessary means to carry out the Action and to notify Groupe Développement in the event of any financial failure or any other problem that could cause substantial impairment to the proper completion of the Action.
- 1.4 The partner declares his full awareness of terms of this agreement, accepts the grant, and undertakes to implement the Action under his own responsibility according to the description provided in the appendix.
- 1.5 Both parties undertake to implement the Action with all the necessary diligence and efficiency to ensure its proper achievement.

Article 2 - Responsibilities

- 2.1 Groupe Développement does not acknowledge any contractual link between itself and any of the Partner's partners or consultants who might play a part in implementing the Action. As far as Groupe Développement is concerned, the partner alone carries sole responsibility for the Action and for complying with the terms of this agreement.
- 2.2 Groupe Développement can in no shape or form be held responsible for damage to the Partner's personnel or possessions during implementation of the Action. Consequently, Groupe Développement will not entertain any claim for indemnities, increased remuneration, or reimbursement for this reason.
- 2.3 The partner alone is responsible with regard to third parties, including any damages of any nature that could be caused to the third party during implementation of the Action. The Partner releases Groupe Développement from all responsibility linked to claims or pursuits resulting from a breach of laws or regulations committed by the Partner himself, by his employees, or by persons in their charge, or from a violation of the rights of a third party.

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Article 3 - Operational duration of the Action

- 3.1 Implementation of the Action begins on March 1st, 2008 for a duration of 12 months. Beyond this period, no expenditure can be undertaken by the Partner within the scope of this grant.
- 3.2 The Partner must inform Groupe Développement without delay of all unforeseen circumstances that might delay or obstruct the implementation of certain activities. He must request authorisation from Groupe Développement to extend the finish date and must do so not less than two months before the end of the period defined above. The request must be accompanied by all the explanations and proofs needed to justify this extension.

Article 4 - Financing of the Action

- 4.1 The total cost of the Action is estimated at **24 887 €**, which for guide purposes is equivalent to 1 156 000 BAHT (46,45 Baht Banque de France exchange rate January 31st, 2008), split between expense items as indicated in the budget tables in the enclosed appendix II.
- 4.2 Groupe Développement undertakes to provide finance up to a maximum amount of **24 887 euros**, equivalent to 100% of the total estimated cost in euros defined in article 4.1, with the final amount set in accordance with article 4.3.
- 4.3 If the cost incurred in implementing the Action is less than the total estimated cost defined in article 4.1, Groupe Développement reserves the right to limit its grant to a fixed percentage of the actual cost incurred by the Action. This percentage is defined in article 4.2.
- 4.4 The Partner may not pay any expenses, administrative or otherwise, out of the grant money if said expenses are not related to the above mentioned project. The grant must be wholly dedicated to the paying the cost of the project.
- 4.5 For expenses exceeding €1,000 (one thousand euros), the Partner must submit terms of reference and the tendering procedure to Groupe Développement for prior approval.

Article 5 - Information requirements and the presentation of technical and financial reports

- 5.1 The Partner shall provide GROUPE DEVELOPPEMENT with narrative and financial report(s) within the time scale defined below. In addition to these requirements, Groupe Développement can at any moment request further information and the Partner must provide this within 20 days of receiving the request.
- 5.2 Narrative report(s) must present the whole of the implemented activities, the number of beneficiaries, the resources employed (human and equipment), and must enable comparison between initial goals and goals achieved, planned resources and implemented resources, and expected results and results achieved.
- 5.3 Financial report(s) must give details of expenditure related to the Action, corresponding to the budget headings shown in the appendix to the present agreement. They must also show income if other funds have been received for implementing the Action (stating their origin). Groupe Développement reserves the right to ask for copies of the invoices of the investments.
- 5.4 Besides these details, final narrative and financial report, in addition to covering the last period, must present an overall summary of all activities implemented and results obtained along with the whole of the expenditure undertaken throughout the Action.

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- 5.5 A copy of each credit advice (specifying the exchange rate applied to the transfer) received from the bank where the Partner has his account must be sent to Groupe Développement along with a receipt issued by the Partner as soon as funds are received.
- 5.6 Throughout the whole duration of the Action, reports of activities (**narrative and financial**) must be sent without fail to Groupe Développement
- **An intermediate report should be sent no later than September 30th 2008** : covering the first semester of activities from 03/01/08 to 08/31/08
 - **A final report should be sent no later than March 31st 2009** : covering the 12 month period of the Action by post (printed copy) and by electronic mail, accompanied by a **selection of photos**
- 5.7 If the Partner does not supply the reports described above within the defined times and offers no valid explanation that is duly justified and accepted by Groupe Développement, the latter reserves the right to end the agreement and demand reimbursement of the grant.
- 5.8 Reports shall be drawn up in the language used in the present agreement or in French. Financial reports must be in the currency used for the expenditure: **BAHT**

Article 6 - Payments

- 6.1 Payments will be made in euros to the following bank account
- Account number: **624-3-01386-8**
 - Name of account holder: **Khon Kaen University, Nong Khai Campus**
 - Name and address of bank: **Siam Commercial Bank(SCB), Nong Khai Branch**
163/12 Prajak Rd., Naimuang A. Muang, Nong Khai 43000
Tel. 66 42 420569-70, 420985 Fax: 66 42 899125
 - Swift code: **SICOTHBK**
- 6.2 Payments will be made according to the following schedule¹ :
- First payment no later than 20 days after signing the agreement:
- 22 000 euros
- Following payments, subject to receipt and approval by Groupe Développement of the situations, accounts, and reports laid down in Article 5:
- No later than 20 days after approval of the final report:
- 2 887 euros
- 6.3 Groupe Développement may suspend payments after notifying the Partner that his request is not acceptable, either because the narrative execution report or the financial report can not be approved or because Groupe Développement considers it necessary to seek further verification. Groupe Développement can then ask for clarification, modification, or addition of information and the Partner must supply this within 30 days of receiving the request.

¹ Delete the unused options depending on the method chosen

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Article 7 - Inspection, financial audit, and technical support

- 7.1 As soon as the items in question are ready, the Partner must provide Groupe Développement with **a copy of the certified auditors' report on his organisation**, including the balance sheet and profit and loss account, and a copy of his **yearly activity report**.
- 7.2 The Beneficiary accepts that Groupe Développement can check or ask a duly appointed third party to check how the grant money is being used, either through the inspection of papers or by visiting the site to check. To this end, the accounting balance and general ledger for the project concerned must be made available to the Groupe Développement representative.
- 7.3 At any moment, especially at the end of each period of twelve months, Groupe Développement can carry out intermediate monitoring and assessment missions for the project in order to check the existence/compliance of the activities along with their quality aspect/impact, their management, and the methods employed.

These visits will also be an opportunity to offer support and advice to the beneficiary in his scheduling of activities, recruitment and training operations, sharing of expertise, financial reports, partnerships with other associations, etc.

Article 8 - Addresses for communicating

- 8.1 All communication pertaining to the present agreement must be in writing, must state the project name and reference, and must be sent to the following addresses:

For Groupe Développement

Groupe Développement
François Vellas
Bâtiment 106, B.P. 07
93352 Le Bourget Cedex
France
Phone 00-33-1-49-34-83-13 / Fax 00-33-1-49-34-83-10
E-mail: groupeveloppement.tourisme@gmail.com

For the Partner

Khon Kaen University
Nong Khai Campus
Asst. Prof. Wanchai Soomleg
112 T. Nongkomkor
Muang, Nong Khai
43000 Thailand
Tel. 66 4241 5600 Fax: 66 4241 5699
E-mail: wanchai@kku.ac.th

Khon Kaen University
Faculty of Architecture
Assoc. Prof. Thada Sutthitham
123 Mithraphap Rd.
Khon Kaen,
40002 Thailand
Tel. 66 4336 2046 Fax: 66 4336 2047
E-mail: thada_kk@yahoo.com,
wmanie@kku.ac.th

Article 9 – Advertising

- 9.1 All the Partner's communications or publications concerning the Action, including any made during a conference or seminar, must mention that the action has financial support from Groupe Développement.
- 9.2 The Partner shall take the necessary steps to ensure that Groupe Développement's financial contribution is visible. To this end, the Partner shall ensure that the Action and the financial contribution from Groupe Développement appear in information given to the Action's

beneficiaries, in internal and annual reports, and in any contacts with the media. If an infrastructure is being created, a signboard must be erected to announce the contribution as long as this is not detrimental to the Partner.

- 9.3 All the Partner's publications, whatever form they take and whatever medium they use including the Internet, must include the Groupe Développement logo and carry the following announcement: "This document was produced with financial aid from Groupe Développement. Its contents are its publisher's own viewpoint however and can in no circumstances be attributed to the opinion of Groupe Développement".

Article 10 - Termination

- 10.1 Either party has the full right to terminate the agreement in any of the following cases of failure by the other party:
- Failure to meet the undertakings of the present agreement.
 - Bankruptcy, insolvency, or irregularities of any nature.
- 10.2 In the event of termination by one party or the other, the Partner can not lay claim to part of the grant corresponding to partial execution. Termination takes effect after 60 days' formal notice of termination by registered letter (with acknowledgement of receipt). If no amicable agreement can be reached, the matter will be referred to the Bobigny courts.

Article 11 - Refund

- 11.1.1 Groupe Développement can demand a refund if the grant is found being used for purposes other than those defined and attached to the present agreement or in the case of overpayment when applying article 4.3.

Article 12 - Applicable law and setting of disputes

- 12.1 The present Contract is subject to French law.
- 12.2 Any dispute between Groupe Développement and the Beneficiary arising within the scope of the present agreement and which cannot be resolved amicably between the parties shall be referred to the Bobigny courts (Seine-Saint-Denis, France).

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Article 13 - Appendices

The following appendices and documents therein form an integral part of the present agreement:

Appendix I: Description of Action

Appendix II: Action budget

Drawn up at Le Bourget in two copies of six pages each, one for the Partner and the other for Groupe Développement.

This agreement will take effect on the later of the two signature dates by the two parties.

For Khon Kaen University
Asst. Prof. Wanchai Soomleg,
Vice President for Nong Khai Campus Affairs

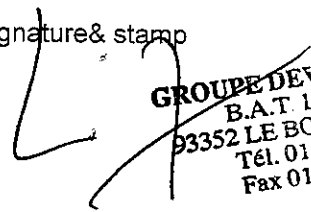
Date

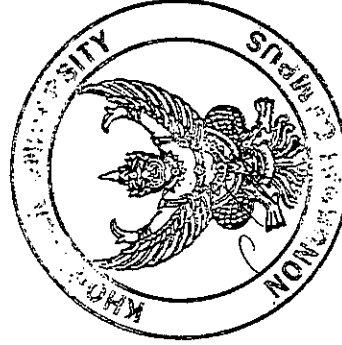
Signature 


For Groupe Développement
Jean Marie Joly, General Secretary

Date 16-4-08

Signature & stamp


GROUPE DEVELOPPEMENT
B.A.T 106 - B.P. 07
93352 LE BOURGET CEDEX
Tél. 01 49 34 83 13
Fax 01 49 34 83 10



GROUP DEVELOPEMENT
 9330 B.A.T. 105 - B.P. 07
 1781, QUAI LE BOURGET CEDEX
 Fax: 01 49 34 83 13
 16-4-01 49 34 83 10

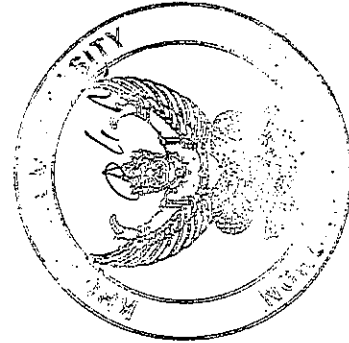
	Year 1 BAHT				Year 1 EUROS			
	Unit	# units	Cost unit BAHT	Cost BAHT	Unit	# units	Cost unit EUR	Cost EUR
D								
on Kaen University Thailand								
st-tsunami programme								
ENSES								
Phase 1 Realisation of a didactic booklet								
Realisation of a didactic booklet on Banda Aceh (Indonesia)	per person	2	8 000	16 000	per person	2	172,23	344,46
& Return Travel Thailand - Indonesia (2 persons)	per night	10	2 000	20 000	per night	10	43,06	430,57
ommodation (5 nights - 2 persons)	lump sum	1	5 000	5 000	lump sum	1	107,64	107,64
al Transportation								
Realisation of a didactic booklet on Galle (Sri Lanka)	per person	2	12 000	24 000	per person	2	258,54	516,85
& Return Travel Thailand - Sri Lanka (2 persons)	per night	10	2 000	20 000	per night	10	43,06	430,57
ommodation (5 nights - 2 persons)	lump sum	1	5 000	5 000	lump sum	1	107,64	107,64
al Transportation								
Realisation of a didactic booklet on Phuket (Thailand)	per person	2	5 000	10 000	per person	2	107,64	215,29
& Return Travel Thailand - Phuket (2 persons)	per night	10	2 000	20 000	per night	10	43,06	430,57
ommodation (5 nights - 2 persons)	lump sum	1	5 000	5 000	lump sum	1	107,64	107,64
al Transportation								
Phase 1 Realisation of a didactic booklet				126 000				2 891
Phase 2 Translation and Printing of the Booklet								
Realisation (3 languages: Thai, Sri Lankan, Indonesian)	lump sum	3	2 000	6 000	lump sum	3	43,06	129,17
ing in Thai (1000 pieces)	per piece	1 000	100	100 000	per piece	1000	2,15	2 152,85
ing in Indonesian (1000 pieces)	per piece	1 000	100	100 000	per piece	1000	2,15	2 152,85
ing in Sri Lankan (1000 pieces)	per piece	1 000	100	100 000	per piece	1000	2,15	2 152,85
ng in English (500 pieces)	per piece	500	100	50 000	per piece	500	2,15	1 076,43
Phase 2 Translation and Printing				366 000				7 664
Phase 3 Diffusion and Explanation								
Diffusion and Explanation of the Booklet in Band Aceh Region, Indonesia	per person per day	60	2 000	120 000	per person per day	60	43,06	2 583,42
relationships accommodation per day (60 days)	per person	6	8 000	48 000	per person	6	172,23	1 033,37
Return Travel Thailand - Indonesia (5 persons)	per night	6	2 500	15 000	per night	6	53,82	322,83
modation Expert (2 experts/3 days)	lump sum	1	5 000	5 000	lump sum	1	107,64	107,64
Transportation	lump sum	1	20 000	20 000	lump sum	1	430,57	430,57
ar (meeting room, Coffee break and Lunch)								
Diffusion and Explanation of the Booklet in Galle region, Sri Lanka								

BUDGET POST-TSUNAMI PROGRAMME
 CONTRACT GROUPE DEVELOPEMENT - KHON KAEN UNIVERSITY
 01/02/08 - 31/01/09

	Year 1 BAHT					Year 1 EUROS				
	Unit	# units	Cost unit BAHT	Unit	Cost unit BAHT	Unit	# units	Cost unit EUR	Unit	Cost unit EUR
INTERNSHIPS										
Internships accommodation per day (40 days)	per person per day	40	1 200	per person per day	48 000	per person per day	40	25,83	per person per day	1 033,37
& Return Travel Thailand - Sri Lanka (6 persons)	per person	6	12 000	per person	72 000	per person	6	288,34	per person	1 560,05
Accommodation Expert 2 experts (3 days)	per night	6	2 000	per night	12 000	per night	6	43,09	per night	265,34
Air Transportation	lump sum	1	5 000	lump sum	5 000	lump sum	1	107,64	lump sum	107,64
Seminar (meeting room, Coffee break and Lunch)	lump sum	1	20 000	lump sum	20 000	lump sum	1	430,57	lump sum	430,57
Diffusion and Explanation in Phuket, Thailand										
Internships accommodation per day (60 days)	per person per day	60	2 000	per person per day	120 000	per person per day	60	43,06	per person per day	2 583,42
& Return Travel Thailand - Phuket (6 persons)	per person	6	5 000	per person	30 000	per person	6	107,64	per person	646,86
Accommodation Expert (2 experts / 3 days)	per night	6	2 500	per night	15 000	per night	6	53,82	per night	322,99
Air Transportation	lump sum	1	5 000	lump sum	5 000	lump sum	1	107,64	lump sum	107,64
Seminar (Workshop, Coffee break and Lunch)	lump sum	1	20 000	lump sum	20 000	lump sum	1	430,57	lump sum	430,57
Diffusion and Explanation in Phuket, Thailand										
Land University fee (3 persons)	lump sum	3	40 000	lump sum	120 000	forfait	3	661,14	forfait	2 583,42
Indemnisation										
TOTAL					1 166 000					24 887

EURO BAHT
1 46.45003

Banque de France rate 3/10/08



16-4-08

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