

COLLABORATION PROTOCOL

regarding the management of the relation with the investors in Cluj-Napoca

I. THE PARTIES

1. The City Hall of Cluj-Napoca, with headquarters in Cluj-Napoca, no. 3 Moșilor Street, fiscal code 4305857, represented by Mayor Sorin Apostu
 2. The Cluj County Labor Force Employment Agency, with headquarters in Cluj-Napoca, no.2 George Coșbuc Street, fiscal identification code 11372395, represented by Daniel Don, Executive Director
 3. The Cluj Labor Territorial Inspectorate, with headquarters in Cluj-Napoca, no, 2 George Coșbuc Street, fiscal code 12329865, represented by Emilian Roșca, Chief Inspector
- and
- The Cluj General Department of Public Finance, with headquarters in Cluj-Napoca, no. 19 Avram Iancu Square, fiscal code 4426336, represented by Mihai Costin, Executive Director

have agreed, by signing the present protocol, to the following:

II. THE OBJECT OF THE PROTOCOL

- 2.1 The purpose of the collaboration between the four parties is the promotion of the interests of the municipality of Cluj-Napoca and its inhabitants in their relation with potential investors.
- 2.2 The signatory parties agree to collaborate through an active partnership in order to promote and attain their common objectives in what regards attracting investors.
- 2.3 The parties agree to collaborate in the distribution and moderated exchange of information, in correspondence with a valid contract, in order to ensure the necessary conditions for the performance and development of the tasks corresponding to each party.
- 2.4 The parties are to collaborate for the correct, complete and personalized information of the potential investors.

III. THE OBLIGATIONS OF THE PARTIES

- 3.1 The City Hall of Cluj-Napoca binds itself to:
 - 3.1.1 Update the local information of interest to potential investors, through the Department of External Relations and Investors, every trimester;

- 3.1.2 Make this local information available to the other parties, as well as to potential investors;
- 3.2 The Cluj County Labor Force Employment Agency binds itself to:
 - 3.2.1 Update the local information regarding the degree of the labor force employment in Cluj-Napoca and the characteristics of this segment, every trimester;
 - 3.2.2 Make this information available to the other parties, as well as to potential investors;
- 3.3 The Cluj Labor Territorial Inspectorate binds itself to:
 - 3.3.1 Update the information regarding the Romanian legislation in this field, as well as a good practice guide for investors, every trimester;
 - 3.3.2 Make this information available to the other parties, as well as to potential investors;
- 3.4 The Cluj General Department of Public Finance binds itself to:
 - 3.4.1 Update the information regarding the Romanian legislation in this field, as well as a good practice guide for investors, every trimester;
 - 3.4.2 Make this information available to the other parties, as well as to potential investors;
- 3.5 The parties bind themselves to search for legal ways to attract investors in Cluj-Napoca, together.

IV. WORK METHODOLOGY

- 4.1 The present protocol has the composition of a framework document and covers the entire activity of performing the common objectives agreed upon.
- 4.2 The four signatory parties agree upon the following methods of activity:
 - 4.2.1 Each party will nominate at least one representative for the length of this partnership, and the representatives will constitute a work group – the personal data of these representatives are to be found in Addendum no. 1.
 - 4.2.2 The work group is to assemble at least once every trimester or at the request of one of its members.
 - 4.2.3 During the meetings, the benefits that each signatory institution can legally offer to potential investors are to be established. During the meetings, the members of the work group can analyze the factors that have led to the withdrawal of one of the investors, if the situation arises, and they can come up with legal ways to prevent a similar withdrawal in the future.

V. THE DURATION OF THE PROTOCOL

5.1 The present protocol will be valid for a period of three years, but the term can be extended with the agreement of all parties.

VI. THE TERMINATION OF THE PROTOCOL

6.1 The present protocol will be terminated when one of the parties announces the others, through a written document, with a 15-days notice, that it intends to terminate the protocol.

VII. LITIGATIONS

7.1 The parties have agreed that all litigation problems appearing because of or about the present contract, including those regarding its validity, interpretation, execution or termination, are to be solved amicably.

VIII. NOTIFICATIONS

8.1 In the interest of the present contract, any notification/communication between parties shall be considered validly fulfilled if it is transmitted in writing, to the other parties at the address mentioned in the present protocol; the notification must be in the form of a registered letter with confirmation upon reception, through fax or email, at the contact data mentioned in the addendum.

IX. FINAL CLAUSES

9.1 The modification of the present protocol is to be done only through an additional document contracted by all signatory parties.

9.2 The present protocol, along with the addendum, which is an integral part of its contents, represents the will of the parties and supplants any other verbal agreement between them, prior to or after its signing.

9.3 The present protocol has been contracted in a number of four copies, one for each party, today, 11 May, the date of its signing.

For the City Hall of Cluj-Napoca,
Sorin Apostu, Mayor

For the Cluj County Labor Force Employment Agency,
Daniel Don, Executive Director

For the Cluj Labor Territorial Inspectorate,
Emilian Roșca, Chief Inspector

For the Cluj General Department of Public Finance

Mihai Costin, Executive Director