



MINISTRY OF CULTURE OF THE REPUBLIC OF ALBANIA

- and -

THE BUTRINT MANAGEMENT FOUNDATION

**AGREEMENT ON THE
ADMINISTRATION OF THE SUB-
ZONES OF CULTURAL HERITAGE
AND CULTURAL LANDSCAPE PART
OF BUTRINT NATIONAL PARK,
ENTERED BETWEEN THE
MINISTRY OF CULTURE AND THE
BUTRINT MANAGEMENT
FOUNDATION**

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THIS AGREEMENT ON THE ADMINISTRATION OF THE CULTURAL PROPERTY OF THE SUB-ZONE OF THE HERITAGE AND CULTURAL LANDSCAPE OF BUTRINT NATIONAL PARK is concluded

BETWEEN:

- (1) **MINISTRY OF CULTURE OF THE REPUBLIC OF ALBANIA**, with address at "Aleksandër Moisiu" Street, former Kinostudio "Shqipëria e Re", Tirana, Albania, represented by Mrs. Elva Margariti, Minister of Culture (hereinafter referred to as "**Ministry**"); and
- (2) **BUTRINT MANAGEMENT FOUNDATION**, with headquarters at: "Dëshmorët e Kombit" Boulevard, Twin Towers, Building 6, Entrance 11, Apartment 21, 1019, Tirana, Albania, represented by Mr. Martin Mata and Mr. Aleksandër Sarapuli, according to the decision of the Board of Directors no. 3, dated 08.10.2021 ("**Foundation**")

WHEREAS:

- A The Law on Cultural Heritage and Museums (as defined below) entrusts the Ministry as the central state institution responsible for cultural heritage, as well as provides for the administration of cultural assets directly or indirectly;
- B Butrint National Park (as defined below) is an immovable cultural property of universal value, inscribed on the UNESCO World Heritage List and administered by the **ZAKPKB** (as defined below), a public legal entity under the Ministry;
- C AADF (as defined below) has expressed interest in establishing a dedicated foundation for the indirect administration of the Cultural Property (as defined below), part of Butrint National Park. The total funds committed by AADF for the best administration of the cultural heritage in Butrint National Park, including its contribution to the expression of interest for the creation of the dedicated foundation is 6.18 million USD.
- D The National Council for the Management of Cultural Assets, by decision no. 3, dated 06.04.2020, after the evaluation of the expression of interest, has decided the assessment of AADF as a strategic partner;
- E On 24.02.2021, the Ministry and AADF entered into the Cooperation Agreement (as defined below) for the establishment of the dedicated foundation for the indirect administration of the Cultural Property;
- F On 21.07.2021 by decision no. 858 of Tirana District Court, the Foundation was established, in the form of an independent organization with non-profit purposes without membership and with the object of indirect administration of Cultural Property;
- G The Ministry and the Foundation enter into this administration agreement for purpose of effective administration according to an administration model that aims at the preservation, protection and enhancement of values of the Cultural Property.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 The following terms and expressions used in this Agreement have the relevant meanings as follows:

"**AADF**" means the Albanian-American Development Foundation (Fondacioni Shqiptaro-Amerikan për Zhvillim – AADF).

"**Term**" has the meaning given in article 3.1;

"**Competent Authority**" means any authority, ministry, agency, inspectorate, department, court, arbitral tribunal, administrative agency or commission, or any other governmental, municipal, administrative or regulatory body, (in each case to the extent that each of the above has jurisdiction over each or all the Parties, this Agreement and/or matters of this Agreement);

"**Administration**" means the rights of the Foundation, including but not limited to use, exploit, promote, the right to set and collect tariffs, ticket prices, grant for use of Cultural Property in all forms in understanding of the civil code and/or the Law on Cultural Heritage and Museums, as well as obligations, including but not limited to the conservation, protection and promotion of the Cultural Property, in accordance with the Law on Cultural Heritage and Musums, Management Plan and this Agreement.

"**Abandonment**" means the non-fulfillment by the Foundation of all the obligations of the Administration for at least 3 (three) days, or the non-fulfillment by the Foundation of some essential obligations of the Administration for at least 7 (seven) days, due to the lack of technical and financial capacities of Foundation. For the purposes of this definition, the essential obligations of the Administration are considered to be public access to the Cultural Property, except for cases provided in article 17.2, and the protection, in particular the physical preservation, of the Cultural Property.

"**Date of the Final Deadline of Conditions**" means the date 22 February 2023, or any other date agreed upon by the Parties in writing;

"**Date of Final Transfer Deadline**" means the date no later than one (1) year from the Effective Date, or any other date agreed upon by the Parties in writing;

"**New Date of Final Deadline of Conditions** " has the meaning expressed in article 2.4.;

"**New Date of Final Transfer Deadline** " has the meaning expressed in article 6.10;

"**Signing Date**" has the meaning expressed in article 2.1;

"**Early Termination Date** " means the date of termination of the Agreement by either Party before the expiry date which is notified to the other Party in accordance with article 29.

"**Effective Date**" has the meaning expressed in article 2.3Error! Reference source not found.;

"**Transfer Date**" has the meaning expressed in article 6.1;

"Transfer Declaration" has the meaning expressed in article 6.6;

"Business Day" means any day other than Saturday, Sunday or any other day that banks must be closed according to the rules of the Bank of Albania;

"Right of Intervention" has the meaning expressed in article 28.5;

"Right of Passage" has the meaning expressed in article 7.1(b);

"Foundation" has the meaning given in the introductory part of this Agreement;

"Archaeological Research" means the assessment of archaeological potential, surface observation (according to the classical notion, as well as new methods for archaeological observation, such as studies, archaeological excavations and georadar, etc.), archaeological surveys, archaeological excavation, monitoring, conservation, administration, as well as the compilation of documentation derived from this activity, preliminary and final reports, until the publication of results;

"Loss" means any damages, costs, expenses incurred, payments, losses or liabilities, including but not limited to fines, court costs, or lawyers;

"IKRTK" means the National Institute for the Registration of Cultural Heritage;

"IKTK" means the National Institute of Cultural Heritage;

"Supporting Infrastructure" means the infrastructure related to the system of clean water and sewage, electricity, telephone, internet and backup lines, which may be necessary for the proper functioning of the Visitor Center, carried out with funds from the state budget;

"Cultural Property Inventory" means the inventory regularly maintained by the Foundation in accordance with article 22, in which the Movable Cultural Assets and the Immovable Cultural Property under Administration are inventoried in written and/or electronic form.;

"KKMPK" means the National Council for the Administration of Cultural Property;

"KKTKM" means the National Council of Tangible Cultural Heritage;

"Transfer Conditions" means the Transfer Conditions of the Ministry and the Transfer Conditions of the Foundation;

"Transfer Conditions of the Ministry" has the meaning expressed in article 6.4;

"Transfer Conditions of the Foundation" has the meaning expressed in article 6.5;

"Preliminary Condition" has the meaning given to it in article 2.2;

"Applicable Legislation" means, in relation to each Party, any binding international act, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, decision, certificate, act, registration, license, franchise, permit, authorization, instruction, government approval, consent or request of a Competent Ministry having jurisdiction over the Party or its property, applicable under law or statute;

"Permits and Licenses" means any consent, permit, license, authorization, approval or certificate, the issuance or renewal of which is the responsibility of a Competent Ministry and is required in connection with the implementation of this Agreement;

"Law on Cultural Heritage and Museums" means Law No. 27/2018" On Cultural Heritage and Museums";

"Agreement" implies this administration agreement and all its appendixes, which will be considered as an integral part of it, with the amendments made from time to time;

"Cooperation Agreement" means the cooperation agreement concluded between the Ministry and AADF on 24 February 2021 for the establishment of the Foundation;

"Grant Agreement" means the grant agreement entered into between the Foundation and the AADF on 16.11.2021 for the financing of the Foundation;

"Ministry" has the meaning given in the introductory part of this Agreement;

"Force Majeure Event" has the meaning expressed in article 25.1;

"Notice of Indemnity" has the meaning expressed in article **Error! Reference source not found.**;

"Notice of Non-Compliance" has the meaning expressed in article **Error! Reference source not found.**;

"Party" means, depending on the scenario, on the one hand the Ministry and on the other hand the Foundation; together **"Parties"**;

"Indemnifying Party" means the Party which indemnifies the Indemnified Party in accordance with article 30;

"The Indemnified Party" means the Party which has been indemnified by the Indemnifying Party in accordance with article 30;

"Butrint National Park" means the natural and archeological territory defined as a national park according to DCM 59;

"Strategic Partner" means AADF as a strategic partner approved as such by the National Council for the Administration of Cultural Properties;

"Cultural Property" means Immovable Cultural Property and Movable Cultural Assets. In the event of a conflict between the definition of Cultural Assets under this Agreement and the definition of Cultural Property under the Cooperation Agreement, the relevant definition under this Agreement shall prevail.;

"Movable Cultural Assets" means any movable cultural asset, museum and archeological objects of origin and/or object closely related to the Butrint National Park, which are transferred to the Administration of the Foundation, according to an inventory attached to the Handover Minutes and and / or occasionally during the Term;

"Immovable Cultural Property" means any immovable cultural property in the sub-zone of heritage and cultural landscape of Butrint National Park, under the administration of the Ministry according to DCM 59, and other immovable properties in function of which serve the Administration of Cultural Property and establishment of the Visitor Center at the location provided in the Management Plan, as defined in Appendix 1 of this Agreement and the act of Handover of Immovable Cultural Property;

"Handover Period" means the period beginning no later than 6 (six) months prior to the expiry of the Term and ending no later than the expiry date;

"Correction Period" has the meaning expressed in article **Error! Reference source not found.**;

"Transition Period" has the meaning expressed in article 6.1;

"Person" means any individual, partnership, corporation, company, trust, government body, agency, ministry or department, or other entity, including without limitation any Competent Authority;

"Affiliated Person" means, in relation to a Party, a company, corporation, foundation or other legal person who is:

- (a) directly or indirectly in the control of that Party (for the purpose of this definition, a **"Parent Company"**);
- (b) directly or indirectly in the control of a Parent Company; or
- (c) directly or indirectly under joint control with a Parent Company;

provided that **"control"** requires the retention of a majority of the voting rights of the partners, shareholders or members (as the case may be) or the ability to exercise a dominant influence under an Agreement or the articles of association of the company or any equivalent document of that Party;

"Business Plan" means the business plan annexed to this Agreement as Appendix 2, subject to review by the Foundation under the Cooperation Agreement;

"Handover Plan" has the meaning expressed in article 32.2;

"Management Plan" means the Integrated Management Plan of Butrint National Park (2020-2030), approved by Decision no. 583, dated 22.07.2020 of the Council of Ministers;

"Transition Plan" means the plan agreed between the Parties after the Signing Date but not later than the Effective Date, which sets out the obligations of the Parties during the Transition Period and the time limits for their performance;

"Implementation Plan" means the detailed engineering study for the Works to be undertaken for the Visitor Center and the Support Infrastructure, which will be submitted by the Foundation to the Ministry for approval, including engineering design, construction plans, construction calendar, performance specifications, procedures for the final inspection, approval and acceptance of the Visitor Center;

"Good Industry Practice" means the degree of skill and care that would reasonably and normally be expected of a contracting party with experience in the same type of enterprise (design, restoration intervention of cultural heritage sites, administration and maintenance of parks, cultural heritage sites, construction of supporting infrastructure, design and implementation of policies on the administration of cultural heritage sites, efficient tourism management) in relation to projects of the same size, scope, scale, nature and complexity similar to the scope of this Agreement, as recognized by the United Nations Educational, Scientific and Cultural Organization (UNESCO), the International Center for the Study of the Preservation and Restoration of Cultural Heritage (ICCROM), the International Union for Conservation of Nature (IUCN) and the International Council for Monuments and Sites (ICOMOS);

"Intellectual Property" means patents for inventions, trademarks, service marks, industrial designs, usage patterns, designations of origin, geographical indications, copyrights, domain names, database rights, rights to use and protect the confidentiality of confidential information (including trade knowledge and secrets) and all other intellectual property rights, in any case, registered or unregistered and including all applications and rights to apply and secure, renewals or extensions and all similar or equivalent rights or forms of protection that exist or will exist now or in the future;

"Protocol of Cooperation" means the protocol of cooperation concluded between the Ministry, the Foundation and the Institute of Archeology on 16.11.2021, attached to this Agreement as Appendix 3;

"Works" means all activities for engineering planning, construction and commissioning of the Visitor Center in accordance with the Implementation Plan;

"Visitor Center" means the entire infrastructure consisting of a building for the provision of services, information and guidance to visitors, including without being limited to fencing, parking and staff offices intended to be constructed under the Management Plan; and Business Plan, with funds funded by the Foundation;

"Case of Non-compliance " means any Case of Non-Compliance of the Foundation or a Case of Non-Compliance of the Ministry, as the case may be;

"Case of Non-compliance of the Foundation" means any:

- (a) abandonment;
- (b) non-compliance of the Foundation to pay the financial contribution within the time limit set in accordance with article 23.5;
- (c) non-compliance of the Foundation of any of the minimum technical requirements set forth in the Implementation Plan resulting in the construction of the Visitor Center in violation of the technical standards set forth in the Applicable Legislation;
- (d) bankruptcy or liquidation cases affecting the Foundation;
- (e) distortion, false statement or breach of the statements and warranties assumed by the Foundation;
- (f) conviction of the Foundation for any act of corruption, collaboration, money laundering or similar offenses;
- (g) other violation that is expressly considered a Case of Non-compliance by the Foundation in a specific provision of this Agreement;

“Case of Non-compliance of the Ministry” means any:

- i. non-compliance of the Ministry to pay the financial contribution in accordance with article 23.2;
- ii. non-fulfillment of the obligation to ensure the construction of Support Infrastructure;
- iii. distortion, false statement or violation of declarations and guarantees undertaken by the Ministry;
- iv. other violation that is expressly considered a Case of Non-compliance by the Ministry in a specific provision of this Agreement;

"DCM 59" means the Decision of Council of Ministers No. 59, dated 26.01.2022 “On approval of the status and area of natural ecosystems National Park (Category II) of the environmentally protected areas”;

"DCM 625" means the Decision of the Council of Ministers no. 625, dated 04.09.2019 "On the Approval of the Rules for the Administration of Public Cultural Properties and the functioning of Legal Entities Established in the Form of the Foundation”;

"ZAKPKB" means the Office of Administration and Coordination of Butrint National Park;

"Early Termination" means the termination of this Agreement before the Expiration Date by either Party in accordance with article 29.

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one sex shall not exclude other sexes;
- (c) words for persons include natural persons, bodies of companies, associations and unregistered partnerships (whether or not any of them has a particular legal personality);
- (d) a reference to a Party refers to the Ministry or the Foundation or their successors, as the case may be;
- (e) the reference to any legal provision shall be deemed to include any legal act, bylaw, regulation, rule, or order for its implementation and any subsequent re-approval or amendment thereof;
- (f) the words "included", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation”;
- (g) references to "in writing" include printing, printing, electronic and facsimile transmission and other means of producing or reproducing words in a visible form, and expressions referring to writing will be interpreted as appropriate;

- (h) the headings and appendices, content and front page are for reference only and will not affect the interpretation or meaning of this Agreement;
- (i) unless otherwise provided, references to articles and appendices are references to articles and appendices to this Agreement, and references in any annex to paragraphs, articles and annexes, unless otherwise provided, are references to paragraphs, articles and annexes to the appendix or the part of the appendix where these references appear;
- (j) references to this Agreement are references to this Agreement as amended or modified from time to time;
- (k) reference to an agreement, Agreement, document or act shall be construed as a reference to it, as amended, supplemented or supplemented from time to time.

1.2 The Appendixes and any annexes thereto form an integral part of this Agreement.

1.3 Except as expressly provided otherwise in this Agreement, in the event of a direct conflict between any provision of the Agreement, any appendix, the Cooperation Agreement and the Business Plan, the order of priority shall be as follows:

- (l) The Agreement;
- (m) Its Appendixes;
- (n) Cooperation Agreement;
- (o) Business Plan.

2. SIGNING DATE, EFFECTIVE DATE AND PRELIMINARY CONDITION

Signing Date

2.1 This Agreement is entered between the Parties on the date of its signature (the "**Signing Date**") and shall continue until termination of the Term, unless extended or is subject to early termination under the terms of this Agreement.

Preliminary Condition

2.2 The rights and obligations of the Parties under this Agreement are subject to the approval of the Agreement by the Council of Ministers and the Parliament of the Republic of Albania ("**Preliminary Condition**").

Effective Date

2.3 The Effective Date of the Agreement is the date of entry into force of the law by which this Agreement is approved ("**Effective Date**").

Termination of the Agreement

2.4 If by the Date of the Final Deadline of the Conditions, this Agreement has not been approved by the Parliament of the Republic of Albania, the Agreement will be automatically terminated without the need for further notification, unless the Parties have agreed to extend the deadline for the fulfillment of such conditions, date which can not be later than 1 (one) year from the

Date of the Final Deadline of Conditions ("**New Date of Final Deadline of Conditions**").

- 2.5 Neither Party shall be liable for any loss of the other Party in the event of termination of the Agreement under article 2.4.

3. TERM

- 3.1 Except in cases of early termination of the Agreement or extension of its duration in accordance with its terms, the term of the Agreement is equal to a period starting on the Effective Date and ending 10 (ten) years later ("**Term**").

- 3.2 With the common goal of administration of the Cultural Property in the most effective and efficient way in economic-financial terms, the Parties will start the relevant negotiations for the renewal/postponement of the Term of the Agreement no later than 1 (one) year before the end of the Term. For this purpose, the Foundation will submit to the Ministry:

- (a) the business plan covering the extended/renewed time period; and
- (b) full report which sets out in detail the fulfillment by the Foundation of the obligations of this Agreement regarding the:
 - i. realization of investments according to the Business Plan;
 - ii. performance of conservation and protection interventions in the Cultural Property during the period of administration by the Foundation;
 - iii. benefits to the local community in terms of educational, economic and commercial opportunities.

- 3.3 If the Ministry does not comment on the above documentation within 90 (ninety) days from its submission by the Foundation, the Agreement will be considered renewed for the term of the business plan submitted by the Foundation with the same conditions.

- 3.4 If the Parties do not reach an agreement on the renewal/extension of the Term 6 (six) months from the end of the Term, then the provisions of Article 32 shall apply and the Agreement shall terminate upon the expiry of the Term.

4. GRANT OF ADMINISTRATION RIGHTS

- 4.1 The Ministry, as a representative of the Government of the Republic of Albania, through this Agreement grants to the Foundation the exclusive right and obligation for the indirect administration of the Cultural Property and of the other rights and obligations provided in this Agreement, in accordance with the Applicable Legislation and the Cooperation Agreement.

- 4.2 The Foundation will guarantee access to Cultural Property for every category of citizens and in accordance with the Law on Cultural Heritage and Museums and DCM 625, the Foundation has the right to set and collect fees for public access to the Cultural Property in accordance with the conditions of this Agreement. Fees for public access in the Cultural Property are determined by the Foundation, respecting an average entrance ticket price of all categories of visitors, from 7 to 11 USD for the entire duration of the Agreement. The average price of the entrance ticket to the Cultural Property set out above is 75% of the price of the standard entrance ticket for adults.

- 4.3 The Foundation has the right to index the value of the average price of the entrance ticket to

the Cultural Property defined in this article according to the inflation rate determined by the Bank of Albania and increase it up to 30% of the indexed value.

- 4.4 Nothing in this article limits the right of the Foundation to provide other services and products to the public within the framework of the Administration against the fees determined by the Foundation.
- 4.5 In accordance with the terms of this Agreement, the Ministry grants to the Foundation during the Term of the Agreement the exclusive rights of administration of the Cultural Property. The Ministry shall not transfer or assign to any third party in any form, with or without remuneration, the rights of the Foundation or any of its obligations under this Agreement, unless otherwise provided in the Agreement.
- 4.6 The Ministry grants to the Foundation the real right on the Immovable Cultural Property provided in article 7.

5. DECLARATIONS AND WARRANTIES OF THE PARTIES

- 5.1 Each Party warrants that during the Term of the Agreement:
- (a) shall comply with all Applicable Legislation and, through its intentional or negligent acts or omissions, will not cause the other Party to violate the Applicable Legislation or this Agreement; and
 - (b) shall provide the other Party with all documents, records, certificates or other information related to the object of this Agreement at the reasonable request of the other Party (also in relation to the request made to the other Party by a Competent Authority for the above), and shall submit to each Competent Authority all documents, records, certificates or other information related to the object of this Agreement that may be requested from time to time by the Competent Authorities.
- 5.2 The Ministry declares and guarantees that:
- a) the full and peaceful enjoyment of the Cultural Property by the Foundation against the claims of third parties, and without interference by the Ministry, public entities or third parties and to prevent any alienation, or grant for use, or administration of the Property Cultural or parts thereof, during the Term of the Agreement ("**Full and Peaceful Enjoyment**");
 - b) that it has submitted to the Foundation all applicable documentation for the administration of the Cultural Property, including all contracts entered into before the Effective Date, which are transferred to the Foundation, if any, according to the Transition Plan;
 - c) that it will not approve or in any form accept the exercise of artistic, cultural, commercial activities or any kind of access of third parties to the Cultural Property, without the prior approval of the Foundation.
- 5.3 The Foundation declares and warrants that it shall:
- (a) have, maintain and comply with the requirements of all Permits and Licenses for which the Foundation is responsible for obtaining and maintaining during the Term of the Agreement;

- (b) administer the Cultural Property in accordance with the Applicable Legislation and this Agreement;
- (c) fully comply with the Cooperation Protocol.

6. TRANSITIONAL PERIOD

- 6.1 During the period between the Effective Date and the date of handover of the Cultural Property to the Foundation (the “**Transfer Date**”), a date which may not be later than the Date of Final Deadline of Transfer, the Parties shall carry out all obligations in accordance with the provisions of this article (“**Transitional Period**”).
- 6.2 During the Transitional Period, the ZAKPKB ensures the well-being, conservation, preservation of the Cultural Property in accordance with the Applicable Legislation and undertakes any action aimed at the usual prosperity in relation to the entry and circulation of visitors in the territory of Cultural Property. The ZAKPKB will not undertake capital expenditures for new projects that were not approved before the Effective Date except for capital expenditures for emergency projects and only after prior approval by the Foundation. The Foundation has the right, but not the obligation, to implement the projects approved by the Competent Authority before the Effective Date. The Ministry transfers to the Foundation all rights related to these projects, including the right to use, change and implement without compensation to the Ministry.
- 6.3 During the Transitional Period, the Ministry will provide the Foundation with full access to the Cultural Property to exercise the rights and duties of the Foundation under the Transitional Plan.
- 6.4 In order to hand over the Cultural Property on the Transfer Date in accordance with the Transitional Plan, the Ministry will perform the following actions and obligations:
 - (a) Will complete the Cultural Property Inventory process and make available to the Foundation the inventories of Immovable Cultural Property and Movable Cultural Assets, as well as inventories of short-term and long-term assets in accordance with Applicable Legislation;
 - (b) Will make available to the Foundation the documentation held by the ZAKPKB;
 - (c) Terminate contractual relations with third parties, and ensure the termination of contracts entered into by ZAKPKB with third parties, and make the relevant documentation available to the Foundation;
 - (d) Will transfer to the Foundation all documentation on contractual relations to be transferred to it under the Transition Plan and cooperate with the Foundation in entering the relevant contracts;(together “**Transfer Conditions of the Ministry**”).
- 6.5 In order to receive the Cultural Property on the Transfer Date in accordance with the Transition Plan, the Foundation will perform the following actions and obligations:
 - (a) Will draft the internal acts and regulations for the administration and operation of the Cultural Property after the Transfer Date;
 - (b) Will develop conservation plans and investment plans for the Cultural Property;

- (c) Will carry out all staff recruitment procedures in accordance with the requirements of the Business Plan and Management Plan;
- (d) Will contract third parties for the provision of services in accordance with the Business Plan;
- (e) Will determine the tariffs to be applied after the Transfer Date for services provided in accordance with the Business Plan and article 4.2.

(together "**Transfer Conditions of the Foundation**").

- 6.6 Each Party shall promptly notify the other Party in writing of the fulfillment of its obligations under articles 6.4 and 6.5. The Parties shall then meet to evidence compliance with the Transfer Conditions and sign the Transfer Declaration (the "**Transfer Declaration**"), no later than 15 (fifteen) days from the receipt of notice under this article.

Termination of the Agreement in case of non-compliance with the Transfer Conditions

- 6.7 If by the Date of Final Deadline of Transfer, the Foundation does not meet any or all of the Transfer Conditions of the Foundation, or from which has not been waived by the Ministry, the Ministry has the right (but not the obligation) to terminate this Agreement by notifying the Foundation 30 (thirty) days in advance.
- 6.8 If by the Date of the Final Deadline of Transfer, the Ministry does not meet any or all of the Transfer Conditions of the Ministry, or from which has not been waived by the Foundation, the Foundation has the right (but not the obligation) to terminate this Agreement by notifying the Ministry 30 (thirty) days in advance.
- 6.9 If by the Date of the Final Deadline of Transfer, the Parties do not meet any of the Transfer Conditions, from which has not been waived, each Party has the right (but not the obligation) to terminate this Agreement by notifying the other Party 30 (thirty) days in advance.
- 6.10 In the cases provided in articles 6.7, 6.8 and 6.9 above, upon expiration of the 30 (thirty) day period, the Agreement shall be terminated automatically without the need for further notice, unless the Parties have agreed to extend the date of deadline for fulfillment of these conditions, a date which can not be later than 6 (six) months from the Date of the Final Deadline of Transfer ("New Date of Final Deadline of Transfer").

7. IMMOVABLE CULTURAL PROPERTY

- 7.1 Subject to the obligations of the Foundation under this Agreement, the Ministry grants to the Foundation, from the Transfer Date until the expiration of the Term or Early Termination of the Agreement, the rights over the Immovable Cultural Property, as follows:
- (a) the right of possession, use, exploitation and enjoyment (but not ownership), and the right of Administration of the Cultural Property, in accordance with this Agreement, without any encumbrance, obligation or restriction, other than those provided under the Applicable Legislation, this Agreement and the Cooperation Protocol.
 - (b) the right of passage over and under, as well as the entry and exit from and into any place of the Immovable Cultural Property, without undue interference by any third party for the purpose of implementing the Agreement ("**Right of Passage**").
- 7.2 In accordance with article 7.1, the Ministry delivers to the Foundation the Immovable

Cultural Property, in any case free from all obstacles or from all claims of third parties, to start the Works and to exercise the Administration. In case the Foundation is prevented from exercising Administration in any part of the Immovable Cultural Property due to the interventions of third parties, then the Foundation is not responsible for exercising Administration in these parts until their release, in accordance with the Applicable Legislation.

- 7.3 The rights of the Foundation over the Immovable Cultural Property are governed by this Agreement and the Handover act of the Immovable Cultural Property, to be signed by the Parties on the Transfer Date, according to the model attached as Appendix 5. Consequently, this Agreement and the Handover act of the Immovable Cultural Property are the only necessary documents related to the rights over the Immovable Cultural Property, in order to obtain or renew the Permits and Licenses that may be required for the performance of works, including the construction permit.
- 7.4 In the event of termination of this Agreement, the Foundation:
- (a) returns to the Ministry the Cultural Property and the real rights over it, in accordance with the provisions of this Agreement;
 - (b) transfers to the Ministry the right of ownership and possession over the Visitor Center.
- 7.5 In accordance with the Applicable Legislation and this Agreement, the Immovable Cultural Property shall not be used by the Foundation for any purpose other than that provided under this Agreement.
- 7.6 The Foundation shall guarantee, or enable to ensure the access of the the Ministry to the Immovable Cultural Property in accordance with the Applicable Legislation, provided that the Ministry and its representatives shall abide by and respect the security procedures of the implemented by the Foundation for individuals who have access to Immovable Cultural Property and will not impede, interfere or delay the execution of Works or activities of the Foundation.

8. MOVABLE CULTURAL ASSETS

- 8.1 The movement for purpose of exhibiting the Movable Cultural Assets outside the Immovable Cultural Assets will be carried out by the Foundation with the approval of the Ministry, which will be given in case the following conditions and criteria are met:
- (a) The Foundation signs the relevant agreement with the host institution or entity, which stipulates that the place where the Movable Cultural Assets will be exhibited meets the conditions for the preservation and protection of the Movable Cultural Assets, related to humidity, temperature, light, and conditions of security;
 - (b) Exposure of Movable Cultural Assets should be beneficial from the point of view of cultural promotion for Butrint National Park;
 - (c) Exposed Movable Cultural Assets must show ownership and/or origin from Butrint National Park;
 - (d) Movable Cultural Property is not in the database of cultural property stolen, entered or left illegally in the territory of Albania;

- (e) The Foundation must guarantee the security and physical escort of the Movable Cultural Property during their movement, inside and outside the country through the contracting of a private physical security company or the obligation of the applicant to meet this condition.
- (f) If for the purpose of exposure, the Movable Cultural Property must be subject to maintenance, restoration or preservation, these interventions will be carried out at the expense of the applicant. After receiving the preliminary approval from the Foundation, the applicant performs all procedures before the competent bodies for obtaining the relevant permits;
- (g) The movement of Movable Cultural Assets, until their return, will be carried out with the assistance of a specialized company, which will be responsible for the procedures of packaging, handling and transportation of the Movable Cultural Assets, according to the requirements of the Foundation;
- (h) The transport must be carried out accompanied by a specialist of the Foundation in accordance with the specifics of transport according to the characteristics of the the Movable Cultural Asset;
- (i) Insurance of the Movable Cultural Assets for the entire period that will be outside the territory of the Republic of Albania, through the policy of "wall to wall" type, according to the values indicated by the Foundation which includes the guarantee of all risks including: theft, robbery, vandalism, packing deficiencies, strikes, war, riots, terrorist acts, and all kinds of force majeure;
- (j) All expenses, including packaging, transportation, installation, photography, insurance, of Movable Cultural Assets shall be borne by the applicant.

8.2 The Ministry approves the movement of Movable Cultural Asset within 10 working days from the submission of the request by the Foundation.

8.3 The Foundation is responsible to the Ministry for the fulfillment of the conditions provided in article 8.1.

9. GENERAL OBLIGATIONS OF THE FOUNDATION IN RELATION TO THE ADMINISTRATION OF THE IMMOVABLE CULTURAL PROPERTY

9.1 In the framework of the Administration of the Cultural Property, the Foundation drafts and implements its strategies, policies, programs and/or development plans, procedures and internal regulations for carrying out the activities of the Foundation, for the development, maintenance, coordination, management and promotion of values of Cultural Property in accordance with the Management Plan and Applicable Legislation.

9.2 The Foundation approves the annual plans of economic and/or cultural, artistic, tourist, educational and research activities, in accordance with the Management Plan and communicates it to the ministry responsible for tourism and National Agency of Protected Areas, as per the field of competence.

9.3 The Foundation provides the necessary expertise for the smooth running of the Administration of the Cultural Property, through the engagement of qualified staff and the receipt of consultations from experts in various fields, local or foreign, when it deems necessary.

- 9.4 The Foundation ensures financial sustainability for the development of the Cultural Property and other resources to enable the continuity of the work of Cultural Property and their effective administration.
- 9.5 In accordance with article 21 of this Agreement, the Foundation supports, promotes, coordinates and supervises scientific researches in cooperation with state and private institutions, national and international for the promotion, preservation, enrichment and display of cultural heritage, for the good administration of the Cultural Property.
- 9.6 The Foundation cooperates and informs the Competent Authorities in case it becomes aware of developments of different characters that take place outside the territory of the Cultural Property, but that may have an impact on it.
- 9.7 The Foundation cooperates with the regional Competent Authorities of protected areas according to the Applicable Legislation.
- 9.8 The Foundation cooperates with third Parties for the recognition, publication and withdrawal of funding and donations for the preservation, protection, development and improvement of the values of the Immovable Cultural Property.
- 9.9 The Foundation informs the Competent Authorities, on the abovementioned plans, on the basis of their request, in accordance with their field of responsibility.

10. GENERAL OBLIGATIONS OF THE MINISTRY

- 10.1 The Ministry takes measures and intervenes for the preservation and protection of the Cultural Property in cases:
- a) of a Force Majeure Event under article 25 of this Agreement;
 - b) provided under article 7.2 of this Agreement;
 - c) of findings with the aim of cataloging and categorizing objects of cultural property;
 - d) provided under article 28.4 et seq. of this Agreement.
- 10.2 The Ministry:
- (a) Supports the Foundation in the exercise of the functions of preservation and protection for the good administration of the Cultural Property and serves as a guarantor of the preservation of the cultural values of the Cultural Property;
 - (b) guarantees cooperation with the Competent Authorities according to their areas of responsibility, as well as private entities, to ensure the implementation of the Agreement, the Management Plan, the Business Plan and the plans of the Foundation;
 - (c) guarantees cooperation with the Competent Authorities according to their areas of responsibility with regard to the construction of the Visitor Center;
 - (d) guarantees cooperation with the Competent Authorities of law enforcement and other emergency services;
 - (e) performs any task or function provided under the Law on Cultural Heritage and Museums and DCM 625;

- (f) takes all necessary measures to manage any risk identified in the Management Plan under article 19.3 of the Cooperation Agreement.

10.3 If from the measures taken by the Foundation according to the Applicable Legislation and the Agreement it has not been possible to avoid the events that may have a negative impact on the Cultural Property or that hinder the effective administration by the Foundation and/or that are prohibited by the Management Plan, the Ministry takes measures to prohibit any development or activity inside and outside the territory of the Cultural Property.

11. EMPLOYMENT, STAFF TRAINING

ZAKPKB staff

11.1 The Foundation shall commence the recruitment of the necessary staff for the effective administration of the Cultural Property under the Transition Plan, giving priority to employees of the ZAKPKB after having duly terminated the employment contract with the previous employer. The Foundation will establish a commission chaired by the Executive Director of the Foundation for the evaluation of employees of the ZAKPKB.

11.2 For the sake of clarity, the Foundation has the right but not the obligation to employ any employee of the ZAKPKB that the established commission under this article deems appropriate, in accordance with the Applicable Legislation.

Employment of residents

11.3 The Foundation will employ qualified employees with the necessary experience, giving priority to the employment of residents where it is possible.

Staff training

11.4 The Foundation shall provide staff training in accordance with the training plan approved by the Foundation during the Transition Plan.

12. CONDUCT OF STUDIES AND ANALYSIS

12.1 In accordance with article 12.2 of this Agreement and for the purpose of good administration, preservation and protection of the Cultural Property, the Foundation e fund studies, researches and analyses on the environment in which the Cultural Property is located, infrastructure and various services to be provided within the Administration of the Cultural Property, in accordance with the Business Plan.

12.2 The Foundation shall conduct, on its own or through subcontractors, periodic studies, researches and monitoring, including but not limited to:

- (a) Hydrological study for the whole water basin of Butrint National Park, and subsequent monitoring of the hydrological situation with an annual frequency for the first 7 (seven) years of the Term;
- (b) Study on the biodiversity of the Cultural Property and its buffer zones, and subsequent annual monitoring;
- (c) Study on traffic and transport administration in Cultural Properties and subsequent annual monitoring of the traffic and transport situation. This study will focus specifically on improving the water connection between the two shores;

- (d) Study on effective visitor flow management and conduct of periodic quality surveys to determine visitor satisfaction;
 - (e) Program aimed at increasing the engagement of the community of the area in the activities of the Administration of the Cultural Property and conducting periodic trainings for the persons of the community of the area;
 - (f) Safety and health plan, including evacuation plan for visitors, staff, Movable Cultural Assets and important documents.
- 12.3 The Ministry guarantees institutional support during the drafting and consultation phase. In addition to the studies provided for in article 12.2 (a), article 12.2 (b) and article 12.2 (c), which shall be submitted to the relevant Competent Authorities, the Foundation shall be responsible for implementing the recommendations of the studies and plans provided for in articles 12.2 (d), 12.2 (e) and 12.2 (f).
- 12.4 The technical rules, the manner of procurement of consulting services, as well as the manner of their financing are subject to the rules and internal decision-making of the Foundation.

13. CONSERVATION AND PROTECTION OF THE CULTURAL PROPERTY

- 13.1 The Foundation is responsible for the preservation and protection of the Immovable Cultural Property in accordance with the Law on Cultural Heritage and Museums and this Agreement.
- 13.2 For purpose of preserving and protecting the Cultural Property, the Foundation approves the annual calendar for the subsequent year for the preservation and protection interventions in the Cultural Property, in accordance with the conservation plan defined in the Management Plan, as well as the detailed conservation plan and exercises all rights and obligations set out in this Agreement, in accordance with DCM no. 625.
- 13.3 The Foundation carries out the procedures in accordance with the Law on Cultural Heritage and Museums and its bylaws for obtaining the necessary permits and approvals for carrying out conservation and protection interventions, including those that may have an impact on the environment and nature, according to article 19.
- 13.4 Within its conservation functions, the Foundation:
- (a) Drafts and approves the detailed conservation plan in accordance with the conservation plan set out in the Management Plan;
 - (b) Decides on the project of conservation interventions and the relevant estimate carried out by licensed entities in accordance with its internal regulations;
 - (c) Performs itself or contracts licensed persons to perform conservation works and other conservation interventions, and continuously follows the performance of interventions from the project approval phase until the supervision and commissioning of works;
 - (d) Informs specialized cultural heritage institutions of any damage, discovery or any action provided for in the Law on Cultural Heritage and Museums;
 - (e) Coordinates the work with specialized cultural heritage institutions for the design, approval of intervention projects, implementation of works, as well as their supervision and commissioning;

- (f) Covers the costs for the design, implementation, supervision and commissioning of conservation intervention works, according to the budget approved by the board of directors of the Foundation;
- (g) Maintains information on Cultural Property, in accordance with the relevant instructions of the Minister responsible for cultural heritage.

13.5 In the framework of protective interventions, the Foundation:

- (a) Contracts licensed entities to restore or perform restorations or other protective interventions on Cultural Property;
- (b) Performs procedures in accordance with the Law on Cultural Heritage and Museums and article 19 of this Agreement to obtain appropriate approvals and permits for the performance of protective interventions;
- (c) Guarantees the physical security of the Cultural Property in accordance with article 15 of this Agreement.

14. OTHER CONDITIONS FOR THE PRESERVATION AND PROTECTION OF THE CULTURAL PROPERTY

Placement of information and advertising materials

14.1 The Foundation in the activities it organizes must guarantee the physical integrity of the Cultural Property.

14.2 The placement of information and advertising materials, including those that can be used by the entity that performs interventions to cover scaffolding and supporting structures, in the territory of the Cultural Property, as well as photographing and filming of Cultural Properties for profit purposes is approved by the Foundation.

14.3 Placement of advertising or information materials on Immovable Cultural Property should:

- (a) Not damage Cultural Property and to guarantee its preservation and protection;
- (b) Not be in conflict with the values that the Cultural Property represents;
- (c) Not contain derogatory, humiliating, discriminatory, offensive words or symbols that in any way violate human dignity, and should not promote illegal or discriminatory, offensive, humiliating activities against one or more national, ethnic, racial, religious, or gender groups;
- (d) Be in accordance with the duration and purpose of the activity for which the entity has received approval.

14.4 The placement or fixation of advertising or information means is approved based on the following criteria:

- (a) The supporting structures of the boards must be designed to withstand the impact of various atmospheric phenomena and to be firmly fixed in their entirety and individual elements, as well as to be constructed in accordance with special legal or sub-legal arrangements for their construction;

- (b) Flags, boards and other advertising or information means shall be in accordance with the decor, appearance and aesthetic characteristics (color, shape, etc.) of the Cultural Property where they will be affixed. Special specifications are defined on a case-by-case basis in the approval of the Ministry responsible for cultural heritage;
 - (c) The placement of advertising or information means shall not affect the access of visitors or the order of the exhibition;
 - (d) The use of colors or symbols should not create confusion with road signs;
 - (e) Information or interpretation boards should not be placed on walls, monuments, objects and other structures of cultural property.
- 14.5 The procedures for the approval of special requests or the selection of entities are approved by a decision of the Foundation.

Filming, photographing and projections in the Cultural Property

- 14.6 Filming, photography and projection on Cultural Property are approved by the Foundation based on the following conditions and criteria:
- (a) not to damage the Cultural Property and to guarantee its preservation and protection;
 - (b) not infringe the values represented by the Cultural Property;
 - (c) not to promote illegal or discriminatory, offensive, or degrading activities against one or more national, ethnic, racial, religious, or gender groups;
 - (d) not disturb the access of visitors or the order of the exhibition;
 - (e) must specify the working time required to carry out the photography, filming or projection, in accordance with the rules of the Foundation;
 - (f) sound and/or image projections on the Cultural Property must not affect its appearance as well as its structure;
 - (g) Movable Cultural Assets should not be moved from the place of their display.
- 14.7 Procedures for selecting the subject for filming, photographing and projection in the Cultural Property are approved by the Foundation.
- 14.8 Exceptionally, entities that will carry out filming, photography and projections in the Cultural Property, in the framework of projects, studies and activities that will be financed from the state budget itself and that will be organized by state institutions, will not be subject to approval procedures from the Foundation, but they have the obligation to notify the latter.

Carrying out economic activities in the Cultural Property

- 14.9 Through this Agreement, the Ministry gives approval for the performance by the Foundation and/or entities selected by the latter of economic activities in the Cultural Property, within the meaning of article 102 of the Law on Cultural Heritage and Museums.

14.10 The economic activity in the Cultural Property is carried out in accordance with the following conditions:

- (a) Not to damage Cultural Property;
- (b) Comply with the Management Plan and Business Plan;
- (c) Not be contrary to the cultural values of the Cultural Property.

14.11 The sale of souvenirs and publications must be done in accordance with the following criteria:

- (a) Be consistent with the typology of the following products:
 - i. Replicas of the most representative objects/values of the cultural heritage that are preserved and promoted in the cultural property where the activity will take place;
 - ii. Reproduction on paper, textiles, ceramics, plastics, wood, etc., of the most representative images, objects/values of the cultural heritage that are preserved and promoted in the cultural property where the activity will take place;
 - iii. Functional objects with appropriate forms and images for the promotion of the values of the cultural property of the institution where the activity will be performed;
 - iv. Traditional handicraft products which represent authentic cultural traditions in model materials and crafts typical of the area where the SAL corner is located, handmade and traditional handicraft techniques and tools;
 - v. Publications (books, touristic guides, maps, almanacs, yearbooks, catalogs, albums, street signs, brochures, etc.) equipped with ISBN, which promote the cultural values of our country in general and the country where the activity will take place in particular;
 - vi. Replicas and reproductions marketed in SAL corners must respect and/or enjoy copyright under law no. 35/2016 "On copyright and other related rights", as well as to obtain the approval of relevant institutions when the latter retain the copyright of the values to be replicated or reproduced;
 - vii. Other, as may be provided by law

14.12 Economic activities for the provision of various services and products must meet the following criteria:

- (a) The services or provided products are in accordance with the Management Plan;
- (b) The economic activity complies with the specific requirements for the preservation, protection and valuation of Cultural Property, provided for in the Law on Cultural Heritage and Museums;
- (c) The proposed economic activity is as close as possible to the economic, social, cultural or scientific history of the Cultural Property.

- 14.13 Procedures for selecting the entity for conducting economic activities within the public cultural property are approved by the Foundation.

Carrying out cultural activities in the Cultural Property

- 14.14 The Foundation may organize or allow the development of artistic and socio-cultural activities in the premises of the Cultural Property under its administration, according to the calendar of activities approved by the Foundation and internal procedures approved by this body.
- 14.15 Through this Agreement, the Ministry approves the performance by the Foundation and/or entities selected by the latter of cultural activities in Cultural Property, within the meaning of article 100 of the Law on Cultural Heritage and Museums.
- 14.16 The organization and development of cultural and artistic activities in the premises of the Cultural Property will be carried out in accordance with the following conditions:
- (a) Not to damage the Cultural Property or in any way impede the preservation or protection of the property.
 - (b) No conflict with the cultural values of the Cultural Property.
- 14.17 The Foundation approves the cultural interest of the activities that will be included in the calendar of activities of the Foundation, based on the following criteria:
- a. Proposed activity must have a certain theme of cultural and/or artistic character;
 - b. The event should promote Cultural Property;
 - c. Must be in line with the Management Plan.
- 14.18 The Foundation may, on a case-by-case basis, establish rules that provide the highest standards for the preservation and protection of cultural properties.

15. PHYSICAL PRESERVATION OF CULTURAL PROPERTY

- 15.1 The Foundation should guarantee the physical preservation of Cultural Property, including from the risk of fire, by taking the measures specified in the special agreement signed with the Ministry during the Transition Period, which is attached to the handover documentation on the Transfer Date.
- 15.2 The Foundation shall take measures to prevent and reduce the fire by means of detection signaling systems, systems and equipment for its extinguishing. The Competent Authority for the fire protection and rescue service intervenes and takes the necessary measures in case of fire, which is not brought under control by the Foundation, despite the measures taken by the latter.
- 15.3 The Foundation enters into agreements with Persons for protection and physical security, in accordance with the criteria of preservation and physical protection of the facility, provided in the Management Plan, this Agreement and the special agreement according to article 15.1.
- 15.4 In the framework of the obligation of physical preservation of Cultural Property, the Foundation will conclude cooperation protocols with the State Police and the Competent Authority for fire protection and rescue, no later than the Transfer Date.

16. ARCHAEOLOGICAL RESEARCHES

- 16.1 For the conduct of Archaeological Researches by the Institute of Archeology, the Parties and the Institute of Archeology have concluded the Cooperation Protocol.
- 16.2 For the conduct of Archaeological Researches by third parties and without prejudice to the rights of the Institute of Archeology deriving from the Cooperation Protocol, the Foundation shall enter into cooperation agreements with third licensed Persons, specifying the time, type of Archaeological Researches that will be conducted, as well as the rights and obligations of the parties.
- 16.3 The Foundation, without prejudice to the rights of the Institute of Archeology deriving from the Protocol of Cooperation, may enter into cooperation agreements also with international institutes equipped with the relevant approvals of the Competent Authorities, for conducting Archaeological Researches in order to preserve, protect and promote with educational purpose of Butrint National Park.
- 16.4 The rights and obligations of third parties will be defined in the Cooperation Agreement to be concluded with the Foundation. In any case third parties, including the Institute of Archeology, are responsible for:
- (a) Obtaining relevant permits in accordance with the Law on Cultural Heritage and Museums;
 - (b) Conducting Archaeological Researches by licensed persons in accordance with the Applicable Legislation;
 - (c) Implementation of all security measures for the preservation and protection of Cultural Property, Persons and the environment;
 - (d) Repairing and/or compensating for damage caused to the Foundation, Persons or Cultural Property by the methods used or any other cause directly or indirectly related to Archaeological Researches within the meaning of the Law on Cultural Heritage and Museums.
- 16.5 Archaeological activities by the Institute of Archeology will be carried out after the prior approval of KKTKM and IKTK and confirmation by the Foundation regarding the period of carrying out this activity.

17. ENTRANCE AND SERVICES TO PUBLIC

- 17.1 The Foundation guarantees public access to Cultural Property in accordance with the Law on Cultural Heritage and Museums, this Agreement and regulations approved by the Foundation itself.
- 17.2 Access and services to the public may be restricted in accordance with article 17.3 when:
- (a) Reducing the capacity of visitors is necessary for the preservation and protection of Cultural Property;
 - (b) The restriction is necessary for carrying out restorations or other preservation or protective interventions according to the plan for such interventions approved by the Foundation;

- (c) The restriction is necessary as a condition for the conduct of an activity permitted under this Agreement or is required by physical security measures;
 - (d) The provision of the service may damage cultural property;
 - (e) In the cases provided for in article 25.
- 17.3 The Foundation restricts the access and services in the Cultural Property only after the written notification and approval of the Ministry. In cases of urgent needs, such as the violation of the health and safety of Persons and or the immediate and/or serious violation of the integrity of the Cultural Property, the director of the Foundation may authorize the restriction of access and services without the approval of the Ministry, provided that the Foundation notifies immediately the Ministry and removes the restrictions if the Ministry does not approve them.
- 17.4 The Foundation shall determine in a non-discriminatory manner:
- (a) cases of public access to Cultural Property with or without payment;
 - (b) the categories of persons who may enter the Cultural Property free of charge;
 - (c) the categories of entrance tickets in the Cultural Property and the criteria for determining their price;
 - (d) the manner of issuance, distribution and sale of entrance tickets, as well as their design.
- 17.5 Incomes from the sale of entrance tickets in the Cultural Property shall be deposited in the bank account of the Foundation.
- 17.6 The Foundation may provide services to the public, such as, but not limited to:
- (a) reception, including child support and entertainment, information services, tutoring and teaching assistance, and meeting centers;
 - (b) cafeteria, food and wardrobe;
 - (c) publishing and selling catalogs, leaflets, other similar publications, audiovisual and computer recordings, any other information material, as well as the reproduction of cultural properties;
 - (d) management of discographic collections, diaplates and museum libraries;
 - (e) the management of points of sale and commercial use of the reproduction of assets;
 - (f) organizing fairs and cultural events as well as promotional initiatives.
- 17.7 The provision of these services shall be carried out by the Foundation itself or through subcontracting third parties in accordance with article 26. Subcontracting third parties shall be carried out in accordance with the selection procedures approved by the Foundation which shall be based on the principle of efficiency and maximizing the quality of services.
- 17.8 Services to the public should guarantee access to the Cultural Property of persons with disabilities.

- 17.9 The Foundation may organize or allow the development of artistic and socio-cultural activities in the premises of the Cultural Property, according to the calendar of activities approved by the Foundation.
- 17.10 The foundation creates the best possible conditions for visitors, through a modern infrastructure for the development of cultural tourism.

18. PROMOTION OF IMMOVABLE CULTURAL PROPERTY

- 18.1 The Foundation will undertake activities for the promotion of Immovable Cultural Property such as:
- (a) Publication through the official website of information materials, brochures, suitable for schools and/or universities, as well as didactic materials;
 - (b) Undertaking research activities in accordance with the Business Plan and article 21 of this Agreement;
 - (c) Organizing other cognitive activities, as well as disseminating the results of these activities through the official website.
- 18.2 The Foundation shall have the right to take any initiative and implement any project aimed at valuing and promoting Cultural Property, including any form of advertising and/or sponsorship. In particular, but not limited to, the Foundation shall be entitled to enter into sponsorship agreements, in the form of (i) direct financial contribution, or (ii) in-kind contributions (through technical sponsorship, allowing the sponsor to promote its brand and institutional image through its association with the intervention, object of the sponsor's contribution.
- 18.3 Promotion activities will be carried out in accordance with the Business Plan.

19. PERMITS AND LICENSES

- 19.1 The Foundation shall apply and obtain the relevant Permits and Licenses to commence the works and activities provided for in this Agreement, including but not limited to:
- (a) development permit in areas of national heritage importance;
 - (b) construction permit;
 - (c) environmental impact assessment;
 - (d) cultural landscape permit;
 - (e) permission to intervene in immovable and movable cultural property;
 - (f) license for intervention activities in tangible cultural assets (design, implementation, supervision, commissioning);
 - (g) license for the temporary circulation of movable cultural assets;
 - (h) import license of cultural properties;
 - (i) any other permit, license or approval required under the Applicable Law;

- 19.2 The Ministry undertakes that the applications of the Foundation for Permits and Licenses issued by the Ministry itself and/or Competent Authorities at the Ministry be treated with priority and within the procedural deadlines, in accordance with the Applicable Legislation, provided that the Foundation has fulfilled its procedural obligations and relevant materials. In case of delays in the issuance of Permits and Licenses by other Competent Authorities, the Ministry will make all possible efforts to cooperate at institutional level with the Competent Authorities in question for obtaining the relevant Permits and Licenses.
- 19.3 In order to eliminate any doubt, the Parties agree that in case of delays in the issuance of Permits and Licenses as well as any permit, license or approval defined in this article, which are caused for reasons not related to the fulfillment of obligations (procedural and relevant materials) by the Foundation, then the Foundation will benefit from an extension of deadlines, which will be not less than the duration of these delays.
- 19.4 In case the Foundation fails to obtain the necessary permits to start the Works for reasons not related to the fulfillment of obligations (procedural and relevant materials) by the Foundation, or if the Foundation has not fulfilled the procedural and material obligations due to failure by the Ministry to make available the relevant document, the Foundation has the right to terminate the Agreement in accordance with article 29.

20. CONSTRUCTION OF THE VISITOR CENTER, FACILITIES AND INFRASTRUCTURE

- 20.1 Not later than 15 (fifteen) months from the Effective Date, the Foundation shall submit to the Ministry the draft Implementation Plan. The Ministry will make its comments or changes to the draft Implementation Plan no later than 30 (thirty) days from the date of submission, and the Foundation will submit the final version of the Implementation Plan with these comments and/or changes to the Ministry, no later than 30 (thirty) days from the submission of the comments/changes of the Ministry, provided that in case the Ministry does not make any comments within the period of 30 (thirty) days, then the Ministry will be considered to have approved the Implementation Plan.
- 20.2 The Ministry and/or the Competent Authorities will implement the Support Infrastructure for the operation of the Visitor Center, in accordance with the Implementation Plan and within the deadlines provided there, with funds from the state budget.
- 20.3 Not later than 2 (two) years from the Effective Date, the Foundation commences the Works for the construction of the Visitor Center. In accordance with article 19.3, the deadline for commencing the Works according to this article will be extended with a term not less than the duration of the delay in obtaining the Permits and Licenses necessary for the performance of the Works, if these Permits and Licenses have not been issued within 2 (two) years from the Effective Date.
- 20.4 The Ministry, in accordance with the Applicable Legislation and in cooperation with the Competent Authorities, shall take the necessary measures to divert road traffic and close the relevant segment of the national road from the Visitor Center to the entrance in the site.
- 20.5 Within 7 (seven) days from the notification of the Foundation for the commencement of the Works, the Ministry appoints the responsible persons from its subordinated specialized institutions for the supervision of the Works in the Visitor Center in accordance with article 145 of the Law on Cultural Heritage and Museums.
- 20.6 During the construction of the Visitor Center, the Foundation periodically submits to the Ministry progress reports for the Works, detailing:

- (a) a description of the progress of the Works for the preceding period (with the exception of the preceding period of the commencement of the construction phase);
 - (b) a description of the works expected to be completed during the following period;
 - (c) any event or circumstance that may impede or delay the construction of the Visitor Center.
- 20.7 The Ministry oversees the construction of the Visitor Center in the presence of an authorized representative of the Foundation, based on a reasonable prior written notice to the Foundation, to verify that the Works adhere to the Implementation Plan.

21. ESTABLISHMENT OF BUTRINT RESEARCH GROUP (BRG) AND ITS FUNCTIONS.

- 21.1 The Foundation, in accordance with the Business Plan, will establish the Butrint Research Group as an advisory body on technical-scientific issues, which will include experts of various fields covering the activities of Administration of the Cultural Property.
- 21.2 The structure, functions, field of research, other tasks, the manner of selection of experts and funding will be determined in the decision of the Foundation for its establishment and operation, according to the Business Plan.
- 21.3 The scope of activity of the Butrint Research Group will include, without being limited to, the organization of periodic scientific conferences, the development and publication of scientific studies in various disciplines related to the Butrint National Park.
- 21.4 Depending on the financial performance of the activity, the Foundation will allocate a fund for research developments that have as object of study the Cultural Property. Entities interested in research in the field of cultural heritage (archeology, conservation, administration, etc.), environmental (flora and fauna) or community can apply for funding from BRG. BRG after evaluating the requests advises the Foundation regarding the financing of the subjects interested for researches in Butrint or in wider areas that include also Butrint.

22. CULTURAL PROPERTY INVENTORY

- 22.1 The Foundation shall maintain and regularly updates the Cultural Property Inventory, reconciling the data in accordance with the relevant notes in the inventories maintained by IKRTK.
- 22.2 The Foundation appoints a person responsible for maintaining the Inventory of Cultural Property under Administration.
- 22.3 The Cultural Property Inventory is kept with an annual duration, opens with a serial number at the beginning of the calendar year and closes at the end of this year. If during that year interventions were made in the Cultural Property or some Movable Cultural Assets have been subject to circulation according to article 8.1, these actions are reflected in the Cultural Property Inventory for the respective year.
- 22.4 Cultural Property Inventory Sheets respectively for Immovable Cultural Property and Movable Cultural Assets are kept in accordance with the relevant forms in Appendix 4 of this Agreement.

23. FUNDING OF THE FOUNDATION, FINANCIAL CONTRIBUTION OF THE PARTIES

- 23.1 The Foundation shall be financed through the financial contribution of its founders, grants and incomes arising from permitted activities, in accordance with this Agreement.
- 23.2 In accordance with article 18 of the Cooperation Agreement, within 60 (sixty) days from the Transfer Date the Ministry shall transfer to the bank account of the Foundation, an amount equal to the unused and transferred funds administered/accounted by the ZAKPKB until the Transfer Date.
- 23.3 The Foundation is funded by the Strategic Partner through the grant of 4,985,000 \$ (4 million nine hundred and eightyfive million) under the Grant Agreement. This grant will be disbursed in favor of the Foundation as follows:
- (a) A portion of the grant shall be disbursed, on the same date and at the same value as the contribution of the Ministry under article 23.2;
 - (b) The remainder of the grant will be disbursed following requests for funding from the Foundation, based on its needs and in accordance with the Business Plan.
- 23.4 At the request of the Foundation, and with the prior approval of the Ministry, a portion of the funds provided for in article 23.3 (b) may be disbursed or given as an in-kind contribution during the Transition Period, prior to the disbursement of funds by the Ministry under article 23.2. In this case, from the remaining amount of the grant to be disbursed in favor of the Foundation under article 23.3 (b) will be deducted the disbursed amounts and the value of the in-kind contribution given earlier under this article 23.4.
- 23.5 In the framework of the administration of Cultural Property and the protection of cultural heritage in the Republic of Albania, the Foundation acknowledges that it will contribute financially to the National Fund of Care for Tangible Cultural Heritage as follows:
- (a) Starting from the first year of the Agreement until the third year, the Foundation shall contribute, respectively, 0.5%, 1% and 1.5% of all the annual income of the Foundation;
 - (b) Starting from the fourth year until the end of the Term of the Agreement, the Foundation shall contribute annually 2% of the total annual income of the Foundation.
- 23.6 The contribution according to article 23.5 will be paid by the Foundation within the first 4 (four) months of each financial year, for the income generated during the previous financial year. Exceptionally, for the first year the contribution will be calculated on the income generated for the period from the Transfer Date until the end of the financial year.

24. EVALUATION AND MONITORING

- 24.1 Within 10 (ten) days from the Effective Date, the Ministry shall establish the monitoring unit and notify the Foundation of its composition and contact data.
- 24.2 Within the month of June of each year, the Foundation submits to the monitoring unit the report on the Administration of Cultural Property during the previous calendar year, which contains:

- (a) the state of conservation of Cultural Property during the monitoring period;
- (b) implementation of annual plans of cultural activities approved by the Foundation;
- (c) information on the number of visitors to the Cultural Heritage;
- (d) list of services provided to the public;
- (e) the number of employees of the Foundation according to their functions and training plan;
- (f) the list of contractors engaged by the Foundation for the activity of preservation and protection of Cultural Property as well as a copy of all contracts concluded with the contractors;
- (g) reporting on the total annual income of the Foundation;
- (h) Business Plan approved by the Foundation;
- (i) fulfillment of the objectives set out in the Management Plan starting from the Effective Date.

24.3 The Ministry evaluates and monitors the Administration of Cultural Property by the Foundation based on its reporting as above. The Ministry may conduct an on-site inspection to assess the conservation state reported by the Foundation, in the presence of an authorized representative of the Foundation, based on a written notice addressed to the Foundation at least 15 (fifteen) days in advance, to verify compliance of the Foundation's obligations in the framework of this Agreement, in accordance with the rules and procedures approved by instruction of the Minister.

25. FORCE MAJEURE EVENT

25.1 Force Majeure Event means any event that:

- (a) prohibits the affected Party from performing its obligations in accordance with the Agreement;
- (b) is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party; and
- (c) The affected party may not avoid such an act or event by exercising all reasonable care and skill (including the expenditure of reasonable amounts),

subject to the fulfillment of the above conditions, the "**Force Majeure Event**" includes but is not limited to the following acts or events:

- (a) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes;
- (b) explosions or fires arising from lightning or other causes unrelated to the actions or omissions of the Party seeking performance exemption;

- (c) acts of war, occupation or act of an external enemy, public unrest, civil unrest, blockades, embargoes, protests, uprisings, sabotage, epidemics, pandemics, radioactive contamination, terrorist acts, rebellions;
- (d) strike (or organized act having the same effect as a strike) or a labor dispute;
- (e) partial or complete cessation of activities in Cultural Property or a part of Cultural Property during the validity of a decision on the state of emergency or natural disaster in the territory of the Republic of Albania, or the local government unit where the Cultural Property is located;

provided that a Force Majeure Event does not include;

- unavailability of manpower, equipment, materials, utilities or other resources (unless unavailability is due to a Force Majeure Event);
- economic or financial difficulties or lack of funds or inability to meet the obligation to pay money on time or inability to obtain financing (unless the lack of materials is due to a Force Majeure Event);
- lack of materials needed for the development, construction or maintenance of Cultural Property (unless the lack of materials is due to a Force Majeure Event).

25.2 Except as provided in Article 29, a Force Majeure Event shall not entitle either Party to terminate this Agreement and neither Party shall be in a breach of the Agreement or liable in the event of failure or delay to fulfill its respective obligations, as long as this failure or delay in fulfilling the obligations has occurred due to a Force Majeure Event.

25.3 In accordance with article 25.2, the time limits provided for in this Agreement shall be extended day by day when one of the Parties suspends its obligations under this Agreement due to a Force Majeure Event under article 25.1.

25.4 The party affected by the Force Majeure Event will receive relief under articles 25.2 and 25.3 only if:

- (a) has promptly notified the other Party in writing for the Force Majeure Event, indicating that the Force Majeure Event in question has reasonably hindered or delayed the fulfillment of the obligations of the affected Party and stating the envisaged measure and duration of the possible Force Majeure Event in question (if such a thing is possible);
- (b) has taken all reasonable measures to reduce the impact and mitigate the consequences of the Force Majeure Event as soon as possible; and
- (c) except where prevented by a Force Majeure Event, submits to the other Party a report (or a recovery and rehabilitation plan in the event of an epidemic or quarantine affecting Cultural Property), in relation to measures taken in accordance with article 25.4 (b) and an update of these reports regularly as necessary in connection with the anticipated extension and possible duration of the Force Majeure Event and in the event of an epidemic or quarantine a report on mitigation and recovery measures taken to overcome adverse effects.

25.5 Articles 25.2 and 25.3 shall not deprive the affected Party by the Force Majeure event of the

performance of obligations under the Agreement or of liability for non-performance if their non-performance occurred prior to the Force Majeure Event, or is not related to the Force Majeure Event.

26. CONTRACTING

- 26.1 The Foundation shall fulfill its obligations under the Agreement through its staff or by contracting third parties equipped with the necessary qualifications and / or permits / licenses / authorizations to perform the works / services.
- 26.2 The Foundation may not transfer the Administration of Cultural Property to a third party, but may contract third parties to perform specific works and services within the exercise of the Administration of Cultural Property.
- 26.3 The Foundation shall procure works and services, as above in accordance with its internal procedures and Good Industry Practice, and maintain relevant documentation for each procedure for effect of audit by the international audit firms, ranked according to the relevant international publications.
- 26.4 The Foundation has the duty to keep a register of all contractors as well as a copy of all contracts related to contractors, which it makes available to the Ministry.
- 26.5 The Foundation shall ensure that all contracts entered into with subcontractors contain:
- (a) provisions enabling the rights and obligations of the Foundation in these contracts to be transferred to the Ministry at no additional cost upon its written request, in the event of termination of this Agreement;
 - (b) provisions imposing obligations of confidentiality;
 - (c) prohibitions on engaging in corrupt, fraudulent or coercive acts, or other unlawful acts.
- 26.6 The Foundation is in no way relieved of any of its obligations under this Agreement due to the existence or implementation of any subcontract by any subcontractor and the Foundation is solely responsible for the actions, delays and negligence of its subcontractors as well as representatives and employees of subcontractors as if they were the actions, delays and negligence of the Foundation itself; AND
- 26.7 The conclusion of contracts by the Foundation with third parties does not create any responsibility or obligation for the Ministry to subcontractors and the Foundation indemnifies and excludes the Ministry from any liability, claim for damages, lawsuit or other process arising as a result of any subcontract or relationship between the Foundation and a subcontractor in accordance with article 30.

27. INSURANCE

- 27.1 The Foundation, at its own expense, binds and maintains in force throughout the Term of this Agreement all insurance policies, the full list of which will be determined by the Board of Directors of the Foundation.
- 27.2 Non-compliance with this article constitutes a Case of Non-compliance by the Foundation.
- 27.3 The Ministry shall be involved as a co-insured person in all insurance policies that the

Foundation enters into and maintains throughout the Term of this Agreement. As long as the Administration is performed by the Foundation, the compensation according to the insurance policy will be fully transferred to the Foundation.

- 27.4 Upon the occurrence of an event or series of events that may give rise to possible claims under the insurance policies maintained by the Foundation in accordance with article 27.1, the Parties agree to meet as soon as possible to (i) discuss the circumstances which may be the cause of a claim for damages or potential claims for damages, and (ii) the coverage available under the Foundation's insurance policies. After such a meeting, the Foundation agrees that:
- (a) request all repairs and compensation available under insurance policies; and
 - (b) the proceeds received by insurers to be fully used to cover costs or expenses that have arisen, or will arise, as a result of an event or circumstance, including the repair or reconstruction of any Cultural Property facility.

28. CORRECTION OF CASES OF NON-COMPLIANCE AND INTERVENTION OF THE MINISTRY

Notice of Non-compliance and Correction

- 28.1 In the event of a Case of Non-compliance of the Foundation or a Case of Non-compliance of the Ministry, the Party that did not commit the breach shall notify for this case the Party in violation ("**Notice of Non-compliance**").
- 28.2 The violating Party shall rectify the Foundation's Case of Non-compliance or the Ministry's Case of Non-compliance, as the case may be, within 30 (thirty) days (or a longer period as may be provided in the Notice of Non-compliance, or as the Parties may fall jointly agree otherwise) from the receipt of the Notice of Non-compliance ("**Correction Period**"), provided that such a case of non-compliance can be rectified.
- 28.3 At the end of the Correction Period, if:
- (a) The Foundation's Case of Non-compliance or the Ministry's Case of Non-compliance, as the case may be, has not been remedied; and
 - (b) The Parties have not agreed to extend the Correction Period,

The Party that has not committed a violation has the right to send to the Party in violation a notice of termination of the Agreement, in accordance with Article 29.

Cause for intervention

- 28.4 The Ministry intervenes, taking part or all of the Property Administration, in the following cases:
- (a) Abandonment;
 - (b) maintainance of national security, and
 - (c) Force Majeure Event when intervention is necessary to preserve the integrity of the Cultural Property,

The Ministry has the right to act immediately in accordance with Article 28.5 below.

Right of Intervention

- 28.5 If one of the cases provided for in Article 28.4 occurs, the Ministry shall notify the Foundation in writing as follows:
- (a) the reason justifying the intervention for such action;
 - (b) a description of urgent intervention action, which may include the full or partial takeover of Cultural Property Administration rights, including restricting the Foundation's access to part or all of the Cultural Property, and the right to instruct the staff (including key staff) of the Foundation;
 - (c) the date when the intervention by the Ministry will start (the date which may be the date of the notification itself);
 - (d) the period of time which the Ministry deems necessary to continue the intervention; and
 - (e) the obligations of the Foundation during the intervention period
- (**"Right of Intervention"**).

- 28.6 The Ministry may exercise the Right of direct Intervention or may instruct a third party chosen by itself to act on its behalf. In any case, at any time during the exercise of the Right of Intervention, the Ministry exercises and ensures that every third party acting on its behalf, exercises due diligence in relation to Cultural Property.

Procedure and duration

- 28.7 The Ministry and the Foundation shall meet immediately after the exercise of the Right of Intervention to agree on an action plan to rectify the situation and return the Parties to a normal situation for the fulfillment of their rights and obligations under the Agreement.
- 28.8 If the Foundation announces its possibility to take over the administration of Cultural Property, proving its ability to continue the administration activity, the Ministry within 48 hours begins negotiations with the Foundation for modality and return of responsibilities for the administration of Cultural Property. Negotiations must be completed within 1 (one) week.
- 28.9 In the case where after negotiations between the Parties under this this article (i) no agreement is reached, or (ii) an agreement is reached but the Foundation does not fulfill or implement such agreement, within 30 (thirty) days from the date when the intervention case end according to article 28.4, the Ministry shall send to the Foundation a notice of termination of the Agreement, in accordance with article 29.

29. TERMINATION OF THE AGREEMENT

Early Termination

- 29.1 Either Party (the "**Settlement Party**") may terminate the Agreement before the Term ("**Early Termination**") by notifying the other Party in writing pursuant to article 29.2, if case of:
- (a) a Case of Non-compliance with respect to the other Party, which persists despite the Notice of Non-compliance by the Settlement Party and the Parties have not agreed to extend the Correction Period, or

- (b) a Force Majeure Event, which continues uninterrupted for a period longer than 12 (twelve) months and prevents the affected Party from fulfilling its obligations under this Agreement.

29.2 The Early Termination notice shall specify the Case of Non-compliance or Force Majeure Event, as the case may be, which justifies the Early Termination and sets a date as the early termination date ("**Early Termination Date**"). The Early Termination Date may not be earlier than the date when the notice is considered to have been taken (in case when the Ministry has exercised the Right of Intervention), according to the Agreement, and not later than the date provided in the Handover Plan.

Effects of Early Termination

- 29.3 After the Early Termination Date, the Agreement shall cease to be in force, with the exception of:
- (a) its articles providing for the continuation of obligations after the Early Termination Date; and
 - (b) the rights and obligations of the Parties arisen before the Early Termination Date.
- 29.4 Upon receipt of the notice of Early Termination, the Parties shall immediately commence the performance of obligations under article 32.

30. INDEMNITY

Liability to Third Parties

- 30.1 The Foundation shall indemnify the Ministry and any Person affiliated with the Ministry and shall hold the Ministry and any Person affiliated with the Ministry intact against third parties, for any Loss of any kind suffered or incurred by the Ministry and any Person affiliated to it, due to any damage or death or destruction of any property, violation of the rights of any person to the extent that such Loss arises, or is a consequence of acts, actions and / or omissions of the Foundation and / or employees and / or its subcontractors or agents, related to the administration of the Cultural Property, the construction of facilities under article 19 and / or the performance of the activities provided for in this Agreement, except to the extent that such Loss is caused by, or attributed to negligence or misconduct through the fault of the Ministry and / or any Person affiliated with the Ministry or any Force Majeure Event.
- 30.2 The Ministry shall indemnify the Foundation and shall keep the Foundation intact, against third parties, for any Loss of any kind incurred or to be incurred by the Foundation, due to any damage or death or destruction of any property, infringement of the rights of any person to the extent that such Loss arises, or is a consequence of, acts, actions and / or omissions of the Ministry, except to the extent that such Loss is caused by, or attributed to negligence or unlawful conduct through fault of Foundation and / or Foundation employees, its subcontractors, or any Force Majeure Events.

Violations

- 30.3 The Foundation shall indemnify the Ministry and any Person affiliated with the Ministry and shall hold the Ministry and any Person affiliated with the Ministry intact, to third parties, for any Loss of any kind incurred or to be incurred by the Ministry and any Person related to the Ministry due to any breach by the Foundation or its representatives, of the declarations and warranties, obligations and responsibilities arising from this Agreement, except to the extent

that such Loss is caused by, or attributed to, negligence or conduct illegal through the fault of the Ministry or any Person affiliated to the Ministry, or any Force Majeure Event.

- 30.4 The Ministry shall indemnify the Foundation and shall keep the Foundation intact against third parties for any Loss of any kind incurred or to be incurred by the Foundation due to any breach by the Ministry or its representatives, of the declarations and warranties, obligations and responsibilities arising from this Agreement, except to the extent that such Loss is caused by, or attributed to, negligence or misconduct of the Foundation and / or its employees and / or subcontractors or agents, or Events of Force Majeure.

Environmental Violations

- 30.5 The Foundation shall indemnify the Ministry and any Person affiliated with the Ministry and shall keep the Ministry and any Person affiliated with the Ministry intact, to third parties for any Loss of any kind incurred or to be incurred by the Ministry or any Person affiliated with the Ministry for any non-compliance by the Foundation of the applicable Environmental Legislation in force and for any claim by any Person for damage to health, property, welfare or rights as a result of violation of the Applicable Environmental Legislation in force by the Foundation, except to the extent that such Loss is caused by, or attributed to the negligence or misconduct of the Ministry and / or State Authorities, and / or their employees and / or subcontractors or agents, or a Force Majeure Event, or by actions or omissions of third parties during Archaeological Research.

Notices

- 30.6 If the Indemnified Party receives notice of any claim or initiation of any action, claim, proceeding or investigation brought about by any Person other than the Indemnifying Party and believes in good faith that the Indemnifying Party may be obliged to provide compensation in accordance with this Agreement, the Indemnified Party shall promptly give to the Indemnifying Party a written notice ("**Notice of Indemnity**") which sets out in reasonable detail the information necessary in relation to the claim, action, claim, proceeding or investigation, which weighs on The Indemnified Party. Failure of the Indemnifying Party to send the Indemnification to the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent that failure to notify materially impedes the Indemnifying Party to challenge the lawsuit, action, claim, proceeding or investigation for which damages are sought.
- 30.7 Upon receipt of a Notice of Indemnity, the Indemnified Party and the Indemnifying Party may agree that the Indemnifying Party will take legal action in the course of a lawsuit, action, claim, proceeding or investigation.
- 30.8 If the Indemnified Party and the Indemnifying Party agree that the Indemnifying Party shall assume protection against any claim, action, claim, proceeding or investigation for which it has been called upon to indemnify the Indemnifying Party in accordance with this article, the Indemnifying Party shall not settle by agreement such lawsuit, action, claim, proceeding or investigation without the prior written consent of the Indemnified Party, unless the Indemnified Party has no claim and the action, action, claim, proceeding or investigation is intended to seek redress monetary which is fully covered by the indemnity of the Indemnifying Party.
- 30.9 If the Indemnified Party and the Indemnifying Party agree that the Indemnifying Party shall assume protection against any claim, action, claim, proceeding or investigation for which it has been called upon to indemnify the Indemnifying Party in accordance with this article, the Indemnifying Party shall reasonably inform the Indemnified Party for the progress of any

lawsuit, action, claim, proceeding or investigation. If requested by the Indemnifying Party, the Indemnified Party shall cooperate to the extent reasonably required in the defense or proceeding of any action, claim, proceeding or investigation for which the Indemnifying Party has been summoned to indemnify the Indemnified Party under this article.

30.10 No Party shall be indemnified more than once for the same Loss. The Ministry will not hold the Foundation liable for any Loss that may have been caused by events, actions or omissions occurring before the Transfer Date.

30.11 This article 30, in addition to articles 30.3 and 30.4, shall remain in force for 3 (three) years after the termination of the Term of this Agreement and regardless of its termination, one Party shall claim the amounts due to the other Party under this Article, in accordance with this Agreement.

31. INTELLECTUAL PROPERTY

31.1 In accordance with the Applicable Legislation, the Foundation enjoys the right of Intellectual Property over the products and services that it will provide within the Administration.

31.2 The Ministry will not infringe The Intellectual Property rights of the Foundation during the Term of the Agreement.

31.3 Upon the termination of the Term of the Agreement and in accordance with article 32, the Foundation shall transfer to the Ministry or the Competent Authority designated by the Ministry for the administration of Cultural Property, as the case may be, any and all Intellectual Property rights without compensation.

32. HANDOVER

General

32.1 The handover process shall begin at least 6 (six) months prior to the Termination Date (unless there is an Early Termination of the Agreement, in which case the Parties shall begin the handover process as soon as practicable after submission of the notification of the Early Termination) with a joint inspection of the Cultural Property by the Ministry and the Foundation. For the sake of clarity, in the case of an Early Termination, the Parties may agree to shorter deadlines as regards articles 32.1 until 32.4.

32.2 No later than 30 (thirty) days from the date of the joint inspection, the Foundation shall submit to the Ministry for review and approval, a draft handover plan (the "Handover Plan") that sets out all the responsibilities and obligations of the Foundation and Ministry for the transfer of Cultural Property to the Ministry. The Handover Plan shall, inter alia, contain any information that is reasonably required by the Ministry and / or that is reasonably necessary or necessary for the transfer of Cultural Property to the Ministry. The Foundation will provide the Ministry with all reasonable assistance, which in the opinion of the Ministry is necessary to meet the requirements of the Handover Plan.

32.3 The Ministry shall make comments or changes to the draft Handover Plan no later than 15 (fifteen) days from the submission of the draft Handover Plan by the Foundation, and the Foundation shall submit the final version of the Handover Plan including comments and / or changes proposed by the Ministry, no later than 15 (fifteen) days from the receipt of comments / changes of the Ministry, provided that in case the Ministry does not make any comments within the period of 15 (fifteen) days, then the Ministry will be deemed to have approved the draft Handover Plan.

- 32.4 The Foundation and the Ministry shall meet again within 70 (seventy) days after the first meeting between the Parties provided for in article 32.1, with a view to initiating the procedures of the handover process. Afterwards, representatives of the Foundation and the Ministry will meet regularly on a monthly basis, on pre-arranged dates (at schedules agreed by the Foundation and the Ministry) until the end of Term, to discuss and review any issues that may arise in connection with the handover process and / or meeting the requirements of the Handover Plan. The Foundation will prepare all the notes / minutes of all meetings and will submit them to the Ministry.

Cultural Property

- 32.5 No later than the termination date of the Term or the Early Termination of the Agreement, the Foundation shall perform the regular handover of the Cultural Property, any assets embodied in the Immovable Cultural Property and any rights related to the Cultural Property, including but without being limited to the rights of Administration, Full and Peaceful Joy, the Right of Passage, without any lien, pledge, or obligation to third parties, according to the instructions of the Ministry and in accordance with the provisions of this article 32.
- 32.6 Representatives of the Foundation and the Ministry shall carry out the necessary field inspections based on the inventories prepared by the Foundation in relation to the Immovable Cultural Property and the Movable Cultural Assets. The Foundation shall correct as soon as possible inaccuracies in the relevant inventories, in accordance with the relevant findings of the representatives of the Parties.

Employees

- 32.7 During the Handover Period the Foundation shall:
- (a) Take all necessary actions to inform employees that their employment is terminated on the termination date of the Term;
 - (b) Provide the Ministry with sufficient information on each employee of the Foundation so that the Ministry (or the relevant Competent Authority, if instructed by the Ministry) has the opportunity to offer (at his / her discretion) to each employee an employment contract which will take effect after the termination date of the Term;
 - (c) Ensure for any employee transferred from the Foundation to the Ministry, that the records of such employees are properly maintained and submitted to the Ministry.

Books and Data

- 32.8 No later than the termination date of the Term or the Early Termination of the Agreement, the Foundation shall submit to the Ministry in electronic form and / or hard copies, if requested in such forms by the Ministry, all information and data, which are reasonably necessary to enable the efficient administration of the Cultural Property, including but not limited to the inventory of Immovable Cultural Property, the inventory of Movable Cultural Assets, the financial balance sheets of the Foundation. All information to be provided to the Ministry will be accurate, comprehensive and up-to-date, in every aspect.

Funds and Income

- 32.9 No later than 30 (thirty) days from the termination date of the Term or the Early Termination Date, the Parties shall determine the preliminary value of the funds to be transferred to the Ministry (or the relevant Competent Authority, if instructed by the Ministry).

- 32.10 The Foundation shall transfer to the Ministry (or the relevant Competent Authority, if instructed by the Ministry) any rights over receivables, including receivables from insurance policies agreed by the Foundation or on behalf of the Foundation (if any), but outstanding as of the date of termination of this Agreement.
- 32.11 The final amount of funds to be transferred under article 32.9 and the manner of their transfer shall be in accordance with the liquidation plan of the Foundation.

Contracts

- 32.12 No later than the termination date of the Term or Early Termination Date of the Agreement, the Foundation shall transfer to the Ministry (or the relevant Competent Authority, if instructed by the Ministry) the rights and obligations arising from each contract or terminate these contracts, without additional responsibilities or costs to the Ministry, and the Foundation will ensure that the relevant contracts contain this right of the Ministry. The Foundation shall indemnify the Ministry according to article 30.3 for any claim of the relevant contractor against the Ministry, due to the termination by the Foundation of its contract with the contractor, with instruction of the Ministry.

Others

- 32.13 Not later than the termination date of the Term or the Early Termination Date of the Agreement, the Foundation shall transfer to the Ministry (or the relevant Competent Authority, if instructed by the Ministry):
- (a) Intellectual Property rights closely related to Cultural Property;
 - (b) all equipment, materials and movable assets, including all warranties on such equipment, materials and assets;
 - (c) all insurance policies entered by the Foundation.
- 32.14 Each Party shall bear its own costs and expenses for the transfer of Cultural Property to the Ministry, in accordance with this article.

33. SETTLEMENT OF DISPUTES

- 33.1 The Parties shall make reasonable efforts to resolve in good faith any dispute arising out of or in connection with this Agreement (including any claim to its existence, validity or termination). The Party raising the claim first notifies the legal representative of the other Party. The parties will meet in good faith within 15 (fifteen) Business Days from the date of submission of the dispute to resolve the dispute.
- 33.2 If the Parties fail to resolve the dispute in good faith under article 33.1 above, then the dispute shall be settled by Tirana District Court, except the disputes having as subject real rights for which competent is the court where the Immovable Cultural Property is located.

34. APPLICABLE LAW

This Agreement and any dispute or claim arising out of or relating to it (including non-contractual claims) is governed by and construed in accordance with the laws of the Republic of Albania.

35. TRANSFER OF THE AGREEMENT

- 35.1 In accordance with and as required by the Applicable Legislation, the rights and obligations of the Ministry under this Agreement may be transferred without the consent of the Foundation, to another Competent Authority responsible for cultural heritage.
- 35.2 The Ministry shall notify the Foundation of the date on which the transfer of this Agreement to the other Competent Authority responsible for cultural heritage will take effect. After this date, the Ministry will be discharged from its obligations under this Agreement and the other Competent Authority will take over all the obligations of the Ministry under this Agreement.

36. NOTICES

- 36.1 Any notification or communication between the Parties in connection with this Agreement shall be made in writing, and shall be deemed to have been delivered if delivered in person, by registered mail, by courier to the address of the other Party given below, by fax (upon receipt of the broadcast confirmation) to the other Party's fax number, or e-mail to the recipient's address or (as the case may be), provided that no postal address or e-mail address is provided and / or the fax number for receiving notifications , these notices will not be submitted through these means of communication.
- 36.2 The Parties' notices of address shall be those given below, or any other address which either Party may notify the other Party in writing for this purpose.

(a) For the Foundation:

Bulevardi “Dëshmorët e Kombit”

Twin Towers, Building 6, Entrance 11, Apartment 21

Tirana Albania

[EMAIL]

(b) For the Ministry:

“Aleksandër Moisiu” Street

Former Kinostudio “Shqipëria e Re”

Tirana Albania

[EMAIL]

- 36.3 A notice shall be deemed to have been received:

- (a) At the time of receipt, if delivered in person;
- (b) On the third Business Day after the posting date if sent by prepaid mail;
- (c) Upon receipt of delivery confirmation if sent by facsimile transmission;
- (d) In the case of e-mail delivery, upon arrival at the recipient's server and if the sender does not receive a message that an error has occurred.

- 36.4 Any notice deemed to have been received on a non-Business Day, or after 17:00 on a Business Day, shall be deemed to have been received at 09:00 on the next Business Day.
- 36.5 All notices, correspondence or other communications between the Ministry and the Foundation regarding this Agreement shall be in the Albanian language.

37. FINAL PROVISIONS

- 37.1 This Agreement, together with the Cooperation Agreement regulates all features and all contractual relations in relation to Cultural Property. Each Party shall ensure that the signing after the Signing Date of any other agreement relating to Cultural Property will not result in non-performance by that Party of its obligations under this Agreement.
- 37.2 This Agreement, including its Appendixes, constitutes the entire Agreement between the Parties in respect of its object and supersedes all prior agreements, entered into in writing or orally between the Parties in connection with the administration of the Cultural Property.
- 37.3 In connection with exchanges of confidential information, the Recipient Party shall keep confidential and shall not make public, without the prior written approval of the disclosing Party, all drawings, records, records, balance sheets, reports, documents and confidential information, whether of a technical, commercial or financial nature, provided to or on behalf of the disclosure Party in connection with the Project, with the exception of the following:
- (a) which is currently or in the future made public unless it is made public as a result of a breach of the obligation of confidentiality, or which may be obtained from sources other than the Parties;
 - (b) when and to the extent required by the Applicable Legislation to give to any person authorized by the Applicable Legislation to obtain it;
 - (c) when and to the extent required to be given to a court, arbitrator or administrative court during proceedings before it in which the Party providing the information is a party;
 - (d) that a Party provides to an official or employee thereof or an Affiliated Person or official or employee of the Affiliated Person who requests the information to enable him or her to perform his or her duties properly, provided that such persons apply the obligations of confidentiality in the same way as those provided in this article;
 - (e) which a Party grants to any of its consultants, banks, financiers, insurers or advisers or any of the Affiliated Persons or consultants, banks, financiers, insurers or advisers of the Affiliated Person, provided that such persons fulfill their obligations. of confidentiality in accordance with the provisions of this article 37.3;
 - (f) that the Foundation gives to a potential donor in good faith (or to their consultants, banks, financiers or professional advisers), provided that such persons carry out their confidentiality obligations in accordance with the provisions of this article 37.3; or

For the avoidance of doubt, each Party shall be liable for any breach of the obligation of confidentiality under this article 37.3.

- 37.4 This Agreement or any of its provisions may be amended only after the written approval of both Parties, and by signing the relevant instrument (annex), which becomes an inseparable and integral part of the Agreement only after approval and signature by both Parties.

- 37.5 Any terms or wording that may give rise to ambiguity shall be construed in the context of the entirety of the Agreement and in the light of the intent which led the Parties to enter into this Agreement.
- 37.6 In the event that one or more of the provisions contained in this Agreement, or any other instrument referred to herein, shall be deemed to be invalid, unlawful or unenforceable in any respect, up to the limit the maximum permitted by the Applicable Legislation, this invalidity, illegality or non-enforceability shall not affect any other provision of this Agreement or any other instrument and the Parties shall decide amicably to amend this provision in such a way that it is not invalid, illegal or unenforceable.
- 37.7 In cases where a Party grants a Party a period of pardon, relief or extension, or fails to implement or exercise any of its rights or remedies, or delays in acting as above, the rights and remedies of that Party in connection with this Agreement shall not be reduced or terminated in any case.
- 37.8 Neither Party shall be deemed to waive any provision of this Agreement, unless such waiver is expressly made in writing. Lack of insistence by either Party to correctly comply with any of the provisions of this Agreement, or to exercise any of its rights under this Agreement, shall not be construed as a waiver of such provision, or a waiver from such rights in the future.
- 37.9 The Parties shall at all times take all other actions and sign and submit any other act and document deemed necessary to comply with and implement the provisions of this Agreement. This Agreement is made solely for the benefit of the Ministry and the Foundation and no third party shall have any right below or be deemed to be the beneficiary of this, unless expressly provided herein.
- 37.10 This Agreement has been drafted in 5 (five) copies in the Albanian language.

SIGNATURE PAGE

FOR THE MINISTRY OF CULTURE OF THE REPUBLIC OF ALBANIA

MINISTER

Ms. Elva Margariti

FOR THE BUTRINT MANAGEMENT FOUNDATION

AUTHORIZED REPRESENTATIVES

Mr. Martin Mata

Mr. Aleksandër Sarapuli

LIST OF APPENDICES

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APPENDIX 5

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