CONTRACT "FOSS4G 2010"

GRUPO PACÍFICO S.A. & Open Source Geospatial Foundation -OSGeo-

1.- CAPACITY OF THE PARTIES.

* ON ONE SIDE:

"VIAJES PACIFICO S.A.", a company headquartered in Barcelona, at c/ Marià Cubí, number 4, with VAT number A-08644932, registered in the Barcelona Business Register, and on its behalf and as its representative, its Account Director Mr. RAMÓN NOGUERAS.

* ON THE OTHER SIDE:

The OPEN SOURCE GEOSPATIAL FOUNDATION, entity headquartered in Delaware, USA, registered in the Associations Register under no. 4060918, and as legal representatives, Mr. Arnulf Christl in his capacity as OSGeo president and Dr. Lorenzo Becchi as Local Chairman. OSGeo entitles Dr. Lorenzo Becchi to conduct all further business as Local Chairman of the FREE AND OPEN SOURCE SOFTWARE FOR GEOSPATIAL (FOSS4G) conference on behalf of the Open Source Geospatial Foundation.

Both parties mutually recognise that they have sufficient capacity and legitimation to execute this document and, to which effect

D E C L A R E

FIRST.-

That the OPEN SOURCE GEOSPATIAL FOUNDATION is contracting the services of Grupo Pacifico in its capacity as technical and scientific secretariat of THE ANNUAL MEETING OF FREE AND OPEN SOURCE SOFTWARE FOR GEOSPATIAL -FOSS4G that shall take place from the 6th to 11h of September 2010 at the PCB-Palacio de Congresos de Barcelona.

SECOND.-

A.- Obligations of GRUPO PACIFICO :

A.1.- Study of an operational Work Plan, based on a schedule of activities planned and accepted jointly with the Organiser.

A.2.- To develop the Work Areas contracted, as detailed below:

    A.2.1.- Consultancy and Organisation.

    A.2.2.- Contracting and management of all services at the Venue.

    A.2.3.- Technical Secretariat (management of registrations).

    A.2.4.- Scientific Secretariat (administration of abstracts).

    A.2.5.- Accommodation and travel of speakers.

    A.2.6.- Commercial Exhibition.

    A.2.7.- Social Events and Logistics Services (transport).

    A.2.8.- Promotional material and Web site of the congress.

    A.2.9.- Administration and General Accounting.

A.3.- To inform the Organiser of the payment conditions for deposits and the cancellation policies of all the official hotels of the Congress.

B.- Obligations of the Organiser:

B.1.- Drawing up of the scientific programme and all the elements necessary for the correct preparation of the event, according to the schedule of work agreed.

B.2.- Designation of an interlocutor with decision-making power with GRUPO PACIFICO.

B.3.- GRUPO PACIFICO is expressly authorised to act in its name in the negotiation of the services necessary for development of the Work Areas contracted and referred to in A.2 of this Clause 3.

B.4.- To facilitate the historical data of the Congress in earlier editions.

B.5.- Joint commitment with GRUPO PACIFICO in decision-making on quotas of rooms reserved.

B.6.- Commitment to sign and accept ongoing revisions made to Work Areas.

4.- ECONOMIC AGREEMENTS

4.1.- GRUPO PACIFICO shall handle the economic management of the event and shall present the relevant Balance Sheets with the periodicity determined.

4.2.- Variation of the services contracted and/or alterations of the entries shall be subject to information and agreement between the parties, as well as the definition of these unspecified entries. Any change agreed shall involve a revision of the economic agreements approved in this contract.

4.3- The fees of GRUPO PACIFICO are:

   * 20 € per person + VAT

4.4.- GRUPO PACIFICO declines all liability for any service not defined in "A - Obligations of GRUPO PACIFICO" and for any services that the Organiser may contract directly from third parties, or in which the designation of supplier has been imposed by the Organiser.

4.5.- If GRUPO PACIFICO has to coordinate any of the services referred to in the previous clause, GRUPO PACIFICO shall be paid fees for this concept, to be agreed between the parties.

4.6.- The funding system agreed by mutual agreement:

4.6.1.- The registration fees due to the Organising Committee shall be collected by GRUPO PACIFICO, by transfer, banker's draft or credit card, the amounts so paid being held on deposit on account of the Customer.

4.6.2.- GRUPO PACIFICO shall attend to the advance payments necessary without interest, provided that Clause 4.6.1. is complied with.

4.7.- After the event, GRUPO PACIFICO shall present a balance sheet of same to the Organiser, indicating the final economic result. The settlement of the final balance (Invoice or Payment) must be made within a period of no longer than 30 days after its approval by both parties. Any delay beyond this period by either of the parties shall accrue interests that shall be calculated according to the Euríbor index.

4.8.- If the Organising Committee does not authorise the reduction of the room quotas blocked on their account, according to the cancellation policies of the hotels, the latter shall assume 100% of the cancellation expenses created.

5.- CANCELLATION AND JURISDICTION

5.1.- If due to reasons beyond the control of GRUPO PACIFICO and the Organiser the event is not held, the Organiser undertakes to pay GRUPO PACIFICO the total expenses incurred up to the moment of cancellation., based on the data referred to in the Estimate.

5.2.- If the Organiser dispenses with the services of GRUPO PACIFICO, the Organiser undertakes to pay GRUPO PACIFICO the total expenses produced up to the moment of cancellation or severance of the contract, plus a penalty of an amount of 50% of the fees of the Technical Secretariat, based on the data referred to in the Estimate and the number of participants envisaged.

5.3.- Cancellation of the contract by GRUPO PACIFICO shall give rise to compensation for damages and detriment to the Organiser as envisaged in Arts. 1106 and 1107 of the Civil Code.

5.4.- The parties submit to the jurisdiction of the Courts of Madrid, and expressly surrender any other jurisdiction.

And, to confirm their agreement, both parties sign this contract in duplicate in the place and on the date mentioned.

Date:

By OSGeo

Mr. Arnulf Christl

President

Open Source Geospatial Foundation

Date:

Legal representative on behalf of OSGeo:

Dr. Lorenzo Becchi

FOSS4G Local Chairman

OSGeo Spanish Chapter

Date:

By Grupo Pacífico

Mr. Ramón Nogueras

Account Director

Grupo Pacifico