

**AGREEMENT**

**BETWEEN:**

**The Road Development Authority**, represented by the Chairperson of the Road Development Authority Board and the General Manager of the Road Development Authority, situated at Blue Tower, Rue de L’Institut, Ebène, Mauritius (hereinafter referred to as ‘RDA’).

**ON THE ONE PART**

**AND**

.....  
.....  
.....

.....(hereinafter referred to as the Promoter).

**ON THE OTHER PART**

Each a ‘Party’ and collectively the ‘Parties’

**PREAMBLE**

The annexed Protocol on Modernisation of Bus Shelters shall form an integral part of this Agreement.

The Parties have agreed and covenanted as follows:

1. The Promoter shall strictly abide by the Protocol on Modernisation of Bus Shelters.
2. This Agreement shall be valid for an initial period of five years and may be renewed for another period of five years.
3. The Promoter shall construct, renovate and maintain bus shelter(s) along motorways and main roads, as approved by the RDA.

4. The Promoter agrees to abide by the specifications as at paragraph 4(A) of the annexed Protocol. Prior approval shall be obtained from the RDA for any subsequent change in the structure of the bus shelter(s).
5. The Promoter shall incur all costs relating to the construction of the bus shelter(s) and shall be responsible for the proper maintenance of the bus shelter(s).
6. The Promoter shall be solely and legally liable to undertake all repairs to the assigned bus shelter(s) consequent to any damage which may occur due to natural calamities or to unforeseen circumstances.
7. The Promoter undertakes to fix a reference plate, as provided by the RDA, at a conspicuous place on each bus shelter.
8. The Promoter shall have the exclusive right for the commercial exploitation by way of advertisement of the bus shelter(s), as from the date of signature of this Agreement.
9. The Promoter shall be responsible for the management of the advertisement space of each bus shelter and shall strictly comply with paragraphs 3(iii) and 3(iv) of the annexed Protocol.
10. The Promoter shall be solely responsible for the collection of revenue from its clients/users.
11. The Promoter shall, at the end of each financial year, submit a list of bus shelters built and/or commercially exploited during the financial year.
12. The Promoter shall keep a separate account for the commercial exploitation of the assigned bus shelter(s) and shall submit, annually, within six months from the closing of its account, a certified copy of this account to the RDA.

13. In the event the Promoter decides to relinquish its rights on the commercial exploitation of any bus shelter, it shall notify the RDA of its intention to do so at least three months in advance and shall, from the effective date, cease to draw any financial gain therefrom.
14. In the event of non-renewal or termination of this Agreement by either Party, other than pursuant to Clause 16, the Promoter agrees to hand over the assigned bus shelter(s) to the RDA, without any claim for compensation by the Promoter, and to relinquish all its rights on the bus shelter(s).
15. Non-observance by the Promoter of any of the Clauses specified in this Agreement shall constitute a breach and shall give the RDA the right to terminate this Agreement by giving one month notice to the Promoter.
16. The RDA may terminate this Agreement for convenience after giving thirty (30) days' written notice to the Promoter. In the event of termination under this Clause, the RDA shall pay to the Promoter –
  - (a) a percentage of the Promoter's initial investment in setting up the bus shelter calculated on a pro-rata basis for the remaining duration of this Agreement;
  - (b) the costs reasonably incurred by the Promoter in handing over the assigned bus shelter(s) to the RDA;
  - (c) any amount to be paid by the Promoter to third parties in connection with, and by reason of, the termination; and
  - (d) the costs of satisfying all other obligations, commitments, and claims that the Promoter may, in good faith, have undertaken with third parties in connection with this Agreement and that are not covered by paragraphs (a) to (c).
17. In the event that a bus shelter has to be relocated for reasons of infrastructural development, safety or otherwise, the Promoter shall be notified of same and shall do so without any claim for compensation.
18. The Promoter shall be solely responsible for any civil or criminal litigation arising with or against its clients, other agencies, any authority or the public in general regarding the type and contents of advertisements that are put up.

- 19. The Promoter shall have a Public Liability Insurance in accordance with paragraph 3(ii) of the annexed Protocol. The Insurance Policy shall be renewed every year during the currency of this Agreement and a copy thereof shall be submitted to the RDA.
- 20. The Promoter shall abide by the laws and regulations in force regarding the type and contents of advertisements that are put up.
- 21. Any dispute arising out of this Agreement, including any dispute as to its interpretation, shall be resolved between the Parties through good faith negotiations. Where, after good faith negotiations, the Parties have failed to resolve any dispute, the dispute may be referred to a Court of law by either Party.
- 22. This Agreement shall supersede and prevail over any other prior arrangements or agreements, oral or written, as to the relationship of the parties hereto. This Agreement shall be legally binding until it lapses or is replaced by a fresh Agreement.
- 23. This Agreement shall not be amended, except in writing signed by both parties hereto.
- 24. This Agreement shall be governed by the laws of Mauritius.
- 25. This Agreement shall take effect as from the date of signature.
- 26. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

<p>.....</p> <p>.....</p> <p>Signed by (on behalf of RDA)  Chairperson  Road Development Authority Board</p>	<p>.....</p> <p>.....</p> <p>Signed by (on behalf of RDA)  General Manager  Road Development Authority</p>

<p>.....  .....  Witnessed by (on behalf of RDA)  Administrative Manager  Road Development Authority</p>	
<p>.....  .....  Signed by (on behalf of the Promoter)</p>	<p>.....  .....  Signed by (on behalf of the Promoter)</p>
<p>.....  .....  Witnessed by (on behalf of the Promoter)</p>	