

**REPUBLIC OF CROATIA, SPLIT-DALMATIA COUNTY, CITY OF SPLIT**, Obala kneza Branimira 17, represented by the Mayor Slobodan Beroš, Ph.D.

and

**THE REPUBLIC OF CROATIA, MINISTRY OF SCIENCE AND TECHNOLOGY**, Zagreb, Trg J.J.Strossmayera 4, represented by Minister prof. Gvozden Flego, Ph.D. concluded the following

**A N N E X**  
**TO THE AGREEMENT ON BUSINESS AND TECHNICAL COOPERATION**

**Article 1**

The contractual parties mutually determine that on 7 June 2001 they concluded an Agreement on Business and Technical Cooperation by which they determined their mutual interest to open the International Institute for Molecular Genetics in Split, within the framework of developing science in the Republic of Croatia, whereby two activities were of vital significance for the City of Split: the employment of scientists and experts and the application of the new scientific achievements.

**Article 2**

The Parties of this agreement mutually agree to amend the subject of the Agreement on the Business and Technical Cooperation of 7 June 2001, in as much as the subject of the Agreement opens the opportunity for the International Institute for Life Research - Mediterranean Institute for Life Sciences (hereinafter MedILS) to work in the premises described in Article 2 of the Agreement and this Annex to the Agreement.

Pursuant to the preceding Paragraph of this Article, the contractual Parties agree that the title of the "Milislav Demerec" International Institute for Molecular Genetics will be replaced wherever it is mentioned in the Agreement on Business and Technical Cooperation 7 June 2001, with the title MedILS.

It is also determined that the Parties agree that reconstruction be conducted on the real estate which is the subject of the Agreement and Annex to the Agreement, for the purposes of the work of MedILS, as pertaining to the Building Permit: CLASS UP/1-361-03/02-01/00075; File No. 2181-05-02-06 of 24.09.2002. Any alteration to this Building Permit is subject to a previous approval by the City of Split.

**Article 3**

With this Annex, the contractual Parties agree to amend the provisions of Article 2 of the

Agreement on Business and Technical Cooperation of 7 June 2001, which determines the premises where the MedILS will be opened and operate so that the said Article shall now read as follows:

"With this Annex, the City of Split herewith grants the Ministry of Science and Technology the use of the following real estate marked as for the period determined in Article 7 (40 years) of the Agreement on Business and Technical Cooperation:

- Cad. Cell No. 9209/2 of the Cad. Municipality of Split, corresponding to Land Titles Lot Nr. 7664/5 as a whole unit;
- Cad. Cell No. 9209/20 of the Cad. Municipality of Split, corresponding to Land Titles Lot Nr. 7657 as a whole unit;
- part of the Cad. Cell No. 9209/10 of the Cad. Municipality of Split, corresponding to Land Titles Lot No. 7664/1;
- part of the Cad. Cell No. 9209/1 of the Cad. Municipality of Split, corresponding to Land Titles Lot No. 7664/2

The final area of the real estate given over for use was determined by surveyance establishing the boundaries on the land and thus the Measurement Draft was executed as an integral part of this Annex to the Agreement.

The determined allocated area must not be physically fenced off from the Vila Dalmacija complex."

#### **Article 4**

With this Annex, the contractual parties agree to amend the provision in Article 5, Point 1 of the Agreement on Business and technical Cooperation of 7 June 2001, whereby the obligations of the Ministry of Science and Technology are determined with regard to rendering the premises described in Article 2 of the Agreement for the intended purpose, so that it shall now read as follows:

"Execute the reconstruction and adaptation of the premises as described in Article 2 of the Agreement, with its own funds, in such a way that the said premises will be fit for the execution of the activities and scientific research as the registered activities of MedILS."

The contractual parties agree to amend the provision of Article 5, Point 3 of the Agreement on Business and Technical Cooperation of 7 June 2001, whereby the obligations of the Ministry of Science and Technology are determined with regard to rendering the premises described in Article 2 of the Agreement for the intended purpose, so that it shall now read as follows:

"For the duration of the business and technical cooperation, activities as registered activities of MedILS relating to scientific research will be conducted in the premises described in Article 2 of the Agreement.

With this Annex, the contractual parties agree to delete the provision in Article 5, Point 4 of the Agreement on Business and Technical Cooperation of 7 June 2001.

### **Article 5**

The contractual parties agree that City of Split handed over the real estate in question and described in Article 3 of this Annex to the Agreement, to the Ministry of Science and Technology.

### **Article 6**

The contractual parties agree that any disputes relating to the Agreement on Business and Technical Cooperation or this Annex to the Agreement shall be resolved amicably. Should this not be possible, the authority of the relevant Court in Split is hereby determined.

### **Article 7**

This Annex to the Agreement on Business-Technical Cooperation comes into effect on the day of its being signed by the contractual parties.

### **Article 8**

The remaining provisions of the Agreement on Business and Technical Cooperation of 7 June 2001 shall remain unchanged.

### **Article 9**

This Annex has been concluded in 6 (six) identical copies, 3 (three) for each party.

#### **FOR THE CITY OF SPLIT**

The Mayor  
Signature-illegible  
Slobodan Beroš, Ph.D.  
Round Stamp.

#### **FOR THE MINISTRY OF SCIENCE AND TECHNOLOGY**

The Minister  
Signautre-illegible  
prof. Gvozden Flego, Ph.D.  
Round Stamp.

Number: 544 /2003  
File No.: 2181/01-11/01-03-1  
Zagreb/Split 17.07.2003

Class: 360-01/02-01/10  
File No.: 533-12/918-03-34

MEASUREMENT SKETCH

M 1 : 1000

Land Titles Lot 7664/1, 7664/2, 7664/5, 7657

Explanation:

Cad. Limit

Estate Limit

Cad.Part. Part 7664/2 ..... 635 m<sup>2</sup>

Cad.Part. Part 7664/1 .....4219 m<sup>2</sup>

Land Titles Lot 7664/5 .....2559 m<sup>2</sup>

(Nature: building)

Land Titles. Lot 7667..... 320 m<sup>2</sup>

(Nature: building)

Σ .....7733 m<sup>2</sup>

Executed by:

"Gea Mare" d.o.o.

GEA MARE

d.o.o. Split

Signature-illegible