Агентский договор на английском языке

Agency Agreement
\_\_\_\_\_\_\_ , Russia
This Agreement has been entered into by and between:
\_\_\_\_\_\_\_\_\_\_\_, a legal entity duly incorporated and acting under the laws of \_\_\_\_\_\_\_ , having its seat at \_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_, sole manager, hereinafter referred to as the Principal,
and
\_\_\_\_\_\_\_\_\_\_\_, a legal entity duly incorporated and acting under the laws of the Russian Federation, having its seat at \_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Articles of Association (the Charter), hereinafter referred to as the Agent,
The Principal is a profit-making organization;
The Agent is willing to act as the abovementioned representative of the Principal under the conditions set forth in this Agreement.
The parties hereto have agreed as follows:
1. Scope of Agreement
1.1 Under the Agreement, the Agent undertakes for remuneration, in its own name, under commission and on account of the Principal to perform legal and physical acts for:
1. organization of exhibitions particularly:
1.1. coordination secretariat of exhibition \_\_\_\_\_\_\_\_\_\_\_;
1.2. organization of account services of the events connected with the organization of exhibitions;
1.3. organization of security of exhibitions and organization of necessary services during the exhibitions;
1.4. installation and dismantling of equipment of exhibitions, maintenance the premise of exhibition in proper state including cleaning of the premise;
1.5. implementation of payment to state and municipal authorities , if it is necessary;
1.6. implementation of another actions and concluding other contracts necessary for the organization of exhibitions;
1.7. arrangement of presentations, meetings, negotiations, promotional events, conferences and workshops, as well as for rendering of other services and organizing of other events contributing to attraction of clients for the services and the goods of the Principal in the Russian Federation, searching of prospective customers (users, buyers) with respect to the goods, delivering to the Principal the information on the clients and orders found by the Agent, and the Principal undertakes to accept everything received with respect to the deals contracted by the Agent, and to remunerate the Agent for performance of its obligations under the Agreement.
2. Procedure of service rendering
2.1. The Principal shall send to the Agent written instructions for execution of deals/contracts with third parties for rendering of the services referred to in clause 1.1 of the Agreement above including all necessary provisions of the deals, after which the Agent shall promptly start to execute and implement the Principal’s instructions.
The Principal can send such the instructions by ordinary mail, telegraph, teletype, telephone, electronic, facsimile or other means of communication.
2.2. Upon discharge of the Principal’s commission, the Agent shall send to the Principal the end-of-commission report including all conditions of the deals contracted in behalf of the Principal as well as all documents evidencing expenses incurred by the Agent, the total amount of such expenses and the amount of the remuneration due to the Agent. The report shall be accompanied by a relevant invoice stating all expenses incurred by the Agent in connection with the services under the Agreement and the amount of the remuneration due to the Agent from the Principal for the corresponding period of time.
2.3. The Agent’s end-of-commission reports shall be drawn up and sent to the Principal within ten (\_\_\_\_\_\_\_ ) business days after discharge of the commission.
2.4. In case of objections to the reports, including objections to the amounts of expenses incurred by the Agent in connection with rendering of the services hereunder and to the amount of the remuneration due to the Agent for the corresponding period of time, the Principal shall notify the Agent on such objections within ten (\_\_\_\_\_\_\_ ) business days from receipt of the report. In the absence of any objections within the set term, the report, including the amounts of the expenses incurred by the Agent in connection with rendering of the services hereunder and the amount of the remuneration due to the Agent, shall be deemed accepted and approved by the Principal.
2.5. The Principal’s instructions and the Agent’s report constitute integral part hereof.
3. Responsibilities of Parties
3.1. The Agent is obliged

3.1.1. upon demand from the Principal, to enter into deals with third parties for the purpose of the implementation of the obligations mentioned in article 1.1. of the present contract, also with the purpose of arrangement of opening ceremonies, presentations, meetings, negotiations, promotional events, conferences, workshops and other events involving participation of the Principal’s employees or which will contribute to attraction of clients to the Principal’s goods and services in the Russian Federation;
3.1.2. to assist the Principal in negotiations with third parties and to participate in accommodation of terms of deals;
3.1.3. to assist the Principal’s employees during their stay in the Russian Federation for the purpose of participation in the events referred to in clause 3.1.1. hereof, including assistance in obtaining documents provided for by the Migration Laws of the Russian Federation, to enter into deals with third parties for the purpose of arrangement of meetings, seeing off and accompanying of the Principal’s employees in the airports, railway stations, for transport services and other assistance to the Principal’s employees, accommodation of the Principal’s employees in the hotels and other locations designated for accommodation of the Principal’s employees during their stay in the Russian Federation;
3.1.4. upon demand from and on account of the Principal, to conduct promotional and other activities aiming to attract clients for the Principal’s services and goods in the Russian Federation;
3.1.5. to inform the Principal accurately and timely on the requirements for stay in the Russian Federation and on possibility of additional services for the purposes of this Agreement;
3.1.6. to provide the Principal with the Agent’s reports of performance of the Agreement within the term agreed by the Parties with attachment of all necessary evidences of the expenses incurred by the Agent;
3.1.87. not to disclose, not to reproduce, not to copy or publish (except when absolutely essential for performance of the Agreement) any information or documents of any kind without prior written consent of the Principal.
3.2. The Principal is obliged:
3.2.1. to inform the Agent accurately and timely on the requirements with respect to the conditions of legal and other actions of the Agent, conditions for contracting of deals by sending relevant instructions;
3.2.2. to instruct the Agent on the procedure of execution or performance of deals immediately upon any change of conditions of performance of the deals or upon occurrence of circumstances affecting the performance;
3.2.3. to provide the Agent with the necessary means for rendering of services under the Agreement;
3.2.4. to receive/accept the Agent’s reports;
3.2.5. in due time and in full to pay to the Agent the remuneration, as well as to reimburse to the Agent all expenses incurred by the Agent in connection with discharge of the Principal’s instructions.
4. Procedure of settlement
4.1. The Principal shall pay to the Agent a remuneration defined as (unless otherwise additionally determined by the Parties) ten percents (\_\_\_\_\_\_\_ %) of the price of the deals contracted by the Agent in the course of performance of its obligations under clause 3.1 hereof, and paid up by the Principal.
4.2. The Parties hereto, for the avoidance of doubt, hereby agree that the price of the deals referred to in clause 4.1 of the Agreement above shall include the value added tax or any other tax of similar nature.
4.3. As the result of performance of the Principal’s instructions, the Agent shall become eligible for the remuneration upon approval of the report by the Principal.
4.4. The Principal shall pay the Agent’s remuneration and reimburse the expenses incurred by the Agent within [Term] days from acceptance of the Agent’s report by the Principal in accordance with the procedure specified in clause 2.4 hereof.
4.5. The Agent’s remuneration shall be deemed paid and the expenses incurred by the Agent shall be deemed reimbursed when the corresponding funds are credited to the Agent’s current account

5. Responsibility of parties, settlement of disputes
5.1. The Party in default on its obligations hereunder shall promptly cure the breach and take due measures to eliminate the consequences. In case of breach of their respective obligations hereunder, the Parties shall be held liable in accordance with the provisions of the Russian laws.
5.2. The Parties commit to settle all disputes arising from the Agreement in negotiations. Should the Parties fail to settle the disputes within fifteen (\_\_\_\_\_\_\_ ) business days after serving of a written complaint by one Party to the other, the case shall be subject to judicial settlement under the applicable laws of the Russian Federation.
6. Force-majeure
6.1. The Parties shall be held harmless for partial or absolute default on their respective obligations under the Agreement, if such default is caused by the circumstances of insuperable force that occurred after execution of the Agreement as result of extraordinary events, i.e. natural disasters, epidemics, fires, floods, explosions, military activities.
6.2. The Party affected by the circumstances of insuperable force shall, within five (5) business days, notify the other Party on such circumstances providing independent evidence of existence of the circumstances of insuperable force issued by a relevant government or administrative authorities.
7. Final provisions
7.1. The Agreement shall come into force upon signature by both Parties hereto and shall remain effective till “\_\_”\_\_\_\_\_\_\_\_\_ 20\_\_. The Agreement shall be extended for the same term provided that neither of the Parties informs the other Party on its repudiation of the Agreement one month prior to termination hereof.
7.2. This Agreement can be terminated upon expiry of \_\_\_\_\_\_\_ days after presenting by one of the Parties of a written notice in case of default of the other Party on its obligations under the Agreement.
7.3. All amendments to the Agreement shall be executed in writing, signed by both Parties and shall constitute integral part hereof. No other verbal arrangements shall have force unless executed as addendum hereto and signed by both Parties.
7.4. The Parties hereto agreed notifications shall deemed duly served if made in writing and sent mail, fax or e-mail.
7.5. All exhibits hereto constitute its integral part.
7.6. The Agreement shall cease to be effective upon settlement of all accounts and discharge of all obligations by and between the Principal and the Agent.
7.7. This Agreement has been executed in two (2) original copies (each of the copies is in Russian and English): one copy for each of the Parties. In case of discrepancies between the Russian and the English texts of the Agreement the Russian version shall prevail.
8. Details and signatures of parties hereto