**AGENCY AGREEMENT NO. \_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_**

**on the organization of tours, trips, activities**

**Moscow "\_\_\_\_" \_\_\_\_\_\_\_\_\_\_2020**

**\*\*\*\***, hereinafter referred to as the **"Principal"**, represented by Director General \*\*\*\*, acting on the basis of the Charter, on the one hand and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **"Agent"**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of the charter, on the other hand, hereinafter referred to as the "Parties", have concluded this Agency Agreement (hereinafter referred to as the "Agreement") as follows:

**1. SUBJECT OF THE AGREEMENT**

1.1. Under this Agreement the Agent undertakes to perform on its own behalf but at the expense of the Principal the legal and other actions specified in clause 1.2 of this Agreement in order to organize trips, business trips, events in accordance with the requirements set forth in the Terms of Reference (Annex No. 1 to the Agreement) based on the Orders submitted to the Agent by the Principal, and the Principal undertakes to pay the Agent a fee for fulfillment of the Order.

1.2. Under this Agreement, the Agent undertakes to perform the following:

booking, registration and delivery of air tickets for domestic and international destinations (round-trip);

reissue of air tickets for domestic and international destinations;

return of air tickets for domestic and international destinations;

booking, registration and delivery of railway tickets for international and domestic destinations;

reissue of railway tickets for international and domestic destinations;

return of railway tickets for international and domestic destinations;

booking hotels outside the Russian Federation;

making changes to current hotel bookings;

arrangement of transfers and other transportation services;

arrangement of services related to events (conferences, seminars, presentations, meetings, negotiations);

provision of related services and additional services under this Agreement.

1.3 The Agent shall assure the absence of contractual and other relationships with parties that could have an impact on this Agreement. The Agent shall ensure its independence and fairness in the performance of this Agreement.

**2. REMUNERATION AND REIMBURSEMENT TO THE AGENT**

2.1. The costs for executing the agency assignment are included in the agency fee which amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.2. The Agent's remuneration and actual expenses incurred by the Agent in course of performance of the agency assignment shall be paid by the Principal to the Agent's bank account as per the details specified in Section 10 hereof, unless other details are specified in the Agent's invoice, within five ( 5) business days following the signing of the acceptance certificate for the services rendered by the parties and the handover of the supporting documents to the Principal by the Agent.

2.3. In accordance with the Convention between the Government of the Russian Federation and the Government of the Republic of Hungary dated 01.04.1994 "On avoidance of double taxation on income and property," the Agent's income shall be taxable only in the Republic of Hungary, unless the Agent is involved in business activities in the Russian Federation.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**3.1. The Agent has the right to:**

3.1.1. Request and receive the information necessary for the quality and timely execution of the assignment from the Principal.

3.1.2. Address offers for modification or clarification of the assignment to the Principal, if it would, in the Agent's opinion, improve the efficiency of the Principal's assignment execution.

3.1.3. The Agent has the right to engage third parties to perform the obligations hereunder, while being responsible for their actions in the same way as for its own.

3.1.4. Conclude a subagency agreement. The Agent remains responsible to the Principal for the actions of the subagent in the event of a subagency agreement.

3.1.5. Deviate from the Principal's instructions if the case so requires for the benefit of the Principal, whereas the Agent was unable to make a prior request to the Principal or did not receive an answer to its request within two (2) days after the request was sent.

**3.2. The Agent shall:**

3.2.1. Perform the actions stipulated in clause [1.2](https://login.consultant.ru/link/?req=doc&base=PAP&n=5838&rnd=299965.425920055&dst=100005&fld=134) hereof in a proper and timely manner, following the instructions of the Principal.

3.2.2. Advise the Principal on how to fill out forms and collect documents.

3.2.3. Upon the Principal's request, provide the Principal with up-to-date information on the current conditions of execution of specific assignments.

3.2.4. Upon the Principal's request, inform the Principal about the progress of the order, the deadlines for submitting, receiving and issuing (sending) documents.

3.2.5. In a timely manner, provide the Principal with the information that must be communicated to the client, inform the Principal of any emergency situations that affect the assignment fulfillment in whole or in part.

3.2.6. In seven (7) working days from the date of the assignment execution, provide the Principal with acceptance certificates for the services rendered and supporting documents (air and train, tickets, hotel receipts, transfers, etc.) of the Agent that confirm the expenses incurred by the Agent (such documents shall be first sent by e-mail, and then the originals shall be sent by post within 14 days).

**3.3. The Principal has the right to:**

3.3.1. At any time, demand from the Agent to provide information on the Agreement progress, and copies of documents that confirm the work carried out by the Agent.

3.3.2. Instruct the Agent on the procedure and other conditions of execution of the assignment under this Agreement. The Principal's instructions must be lawful, enforceable and specific.

3.3.3. In course of fulfillment of the assignment, contact the Agent for consultations.

3.3.4. Require the Agent to submit the Agent's supporting documents on the execution of the assignment under this Agreement.

**3.4. The Principal shall:**

3.4.1. Pay the Agent remuneration for actions under this Agreement.

3.4.2. Reimburse the Agent for the amounts incurred for the execution of this Agreement.

3.4.3. Provide the Agent with reliable information.

3.4.4. At the first request, provide additional documents necessary for the execution of this Agreement.

3.4.5. View the supporting documents provided by the Agent, accept them or notify the Agent of their objections within three (3) days from the date of receipt. If the Principal has no objections within the term specified in this clause, the Agent's documents shall be deemed accepted.

**4. LIABILITY OF THE PARTIES**

4.1. For non-fulfillment or improper fulfillment of obligations under this Contract, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

4.2. The Agent is liable for improper execution of documents. In such case, the Agent shall reissue the tickets at its own expense or reimburse the Principal for unused tickets.

4.3. The Agent shall not be held liable for:

- actions of carriers (change, cancellation, postponement, delay in departure of flights, trains, buses and other means of transportation), for safety, loss or damage of luggage, cargo, valuables and documents of the Principal's employees throughout the duration of their trip. In such cases, the carriers shall be held liable to the Principal's employees in accordance with international rules and the applicable laws of the Russian Federation;

- third parties' actions outside of the Agent's competence;

- actions of insurance organizations;

- actions of customs and immigration authorities.

**5. FORCE MAJEURE**

5.1. The Parties shall be exempt from liability for partial or full failure to perform their obligations hereof if such failure results from force majeure circumstances that the Parties could not have foreseen or prevented after this Agreement had been entered into.

5.2. In the event of the circumstances set forth in clause 5.1 hereof, each Party shall promptly notify the other Party of them in writing. The notice shall contain data on the circumstances, and official documents attesting the existence of these circumstances and, if possible, giving an assessment of their impact on the performance of the Party's obligations under this Agreement.

5.3. If the circumstances referred to in clause 5.1 hereof occur, the period of the Party's obligations under this Agreement shall be postponed in proportion to the period during which such circumstances and their consequences are in effect.

5.4. If the circumstances listed in clause 5.1 hereof and their consequences continue to last for more than 2 (two) months, the Parties shall hold additional negotiations to identify acceptable alternative ways to execute this Agreement.

**6. CONFIDENTIALITY**

6.1. The Parties have agreed to treat all information disclosed by the Parties to each other in course of performance of the obligations arising from it as confidential (and, to the extent permitted by the applicable laws of the Russian Federation, as a trade secret). Each Party shall refrain from disclosing confidential information of the other Party without its prior written consent. The obligation of confidentiality shall not apply to information that was or became publicly known, unless it becomes publicly known as a result of a breach of this Agreement; or must be disclosed to the extent required by Russian law, a court order or an authorized body resolution. The Parties are bound by the obligation of confidentiality for the duration of this Agreement and for five years after its termination.

6.2. The Parties shall take all necessary measures to ensure that their employees and legal successors do not inform third parties about the details of this and other Agreements without the prior consent of the other Party.

6.3. The Agent undertakes the following obligations:

- observe all requirements of the provisions of the applicable International Law and the legislation of the Russian Federation that stipulate the procedure for collection, processing and storage of employees' personal data received from the Principal for the purpose of performance of obligations under this Agreement;

- refrain from disclosing personal data of the Principal's employees, which has become known to the Agent in connection with the performance of this Agreement.

**7. SETTLEMENT OF DISPUTES**

7.1. All disputes and disagreements that may arise between the Parties on matters not resolved herein shall be resolved through negotiations.

7.2. If disputes are not resolved in course of negotiations, they shall be settled under the current laws of the Russian Federation,

**8. MODIFICATION AND TERMINATION OF THE AGREEMENT**

8.1. This Agreement may be amended or terminated by written agreement of the Parties, and in other cases stipulated by the laws of the Russian Federation and this Agreement.

8.2. The Principal has the right to withdraw from this Agreement at any time by notifying the Agent in writing 5 (five) days in advance.

8.3. The Agent has the right to withdraw from this Agreement at any time by notifying the Principal in writing 5 (five) days in advance.

The Agent terminating this Agreement shall retain the right to be paid for the actions performed prior to the termination of the Agreement.

**9. CLOSING PROVISIONS**

9.1. This Agreement shall enter into force on the date of its signing by both Parties and shall remain in force until **November 30, 2021**, and until the Parties have performed their obligations in full with regard to mutual settlements.

9.2. Any amendments and additions to this Agreement shall be valid provided that they are made in writing and signed by duly authorized representatives of the Parties.

9.3. Any notices and documents (applications, invoices, payment orders, amendments to applications, etc.) may be submitted by mail, facsimile, courier or electronic mail, provided that it can be reliably proven that the document comes from an authorized representative of the respective Party. The documents received in the above manner shall be deemed to have legal effect - until the original documents are received. The original of such document must be mailed to the other Party within a reasonable time.

9.4. This Agreement is drawn up in two (2) identical copies of equal legal force, one for each of the Parties.

9.5. Any matters not covered by this Agreement shall be governed by the Russian applicable law.

**10. ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Principal:** | **Agent:** |
| **On behalf of the Principal:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **On behalf of the Agent:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |