

ОБЩА СПРАВКА НА ВРЪЧЕНИТЕ ПИСМЕНИ ОТГОВОРИ НА ВЪПРОСИ И ПИТАНИЯ

Въпроси и питання с писмен отговор и отговорите към тях за прилагане към стенографския протокол от 7.06.2013 г.


Въпроси към служебното правителство:

1. Въпрос и писмен отговор от н.п. Димчо Михалевски към служебния министър-председателя на Република България Марин Райков № 354-06-1.

2. Въпрос и писмен отговор от н.п. Иван Ибришимов към служебен министър на здравеопазването Николай Петров № 354-06-7.

3. Въпрос от н.п. Иван Ибришимов към министър Десислава Терзиева № 354-06-13; Писмен отговор № 354-06-13.

НАРОДНО СЪБРАНИЕ	
Вх. №	354-06-1
Дата	21 05 2013

15.26


**ЧРЕЗ
Г-Н МИХАИЛ МИКОВ
ПРЕДСЕДАТЕЛ
НА 42-ОТО НАРОДНО СЪБРАНИЕ**

**ДО
Г-Н МАРИН РАЙКОВ
МИНИСТЪР-ПРЕДСЕДАТЕЛ НА
РЕПУБЛИКА БЪЛГАРИЯ И
МИНИСТЪР НА ВЪНШНИТЕ РАБОТИ**

В Ъ П Р О С

от Димчо Михалевски- народен представител от ПГКБ

Съгласно чл. 90, ал. 1 от Конституцията на Република България и чл. 82 от ПОДНС внасям въпрос

ОТНОСНО: Договор за управление на визови центрове с компания VFS Global

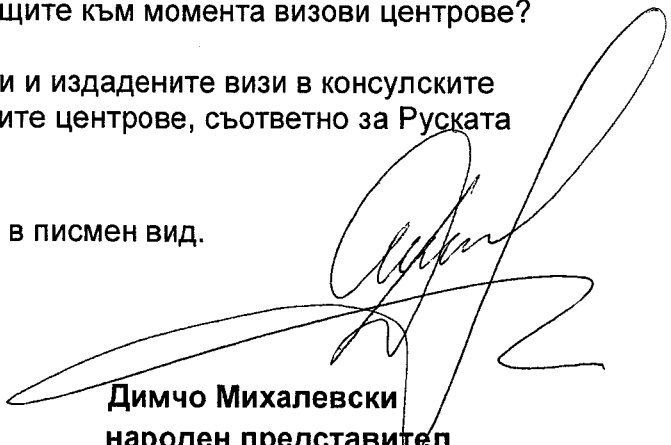
Уважаеми господин Министър-председател,

Моля да ми предоставите договорите (споразуменията) за аутсорсинг на дейността за управление на съществуващите към момента визови центрове в следните страни : Руската Федерация, Украйна, Казахстан, Молдова, Беларус, република Турция и страните от Арабския свят.

Колко и къде са разположени съществуващите към момента визови центрове?

Какво е съотношението на приетите молби и издадените визи в консулските служби на Република България и във визовите центрове, съответно за Руската Федерация и Украйна?

Моля, на въпроса да ми бъде отговорено в писмен вид.



**Димчо Михалевски
народен представител**



РЕПУБЛИКА БЪЛГАРИЯ

НАРОДНО СЪБРАНИЕ	
Вх. No	354-06-1
Дата	27 / 05 / 2013 г.

МИНИСТЪР-ПРЕДСЕДАТЕЛ НА РЕПУБЛИКА БЪЛГАРИЯ
И МИНИСТЪР НА ВЪНШНИТЕ РАБОТИ

Н. 36
@

№ 03-00-271/27.5.2013 г.

ЧРЕЗ
ПРЕДСЕДАТЕЛЯ НА
НАРОДНОТО СЪБРАНИЕ
ГОСПОДИН МИХАИЛ МИКОВ

ДО
НАРОДНИЯ ПРЕДСТАВИТЕЛ
ГОСПОДИН ДИМЧО МИХАЛЕВСКИ

УВАЖАЕМИ ГОСПОДИН МИХАЛЕВСКИ,

Във връзка с Ваше писмо рег.№ 354-06-1/21.05.2013г. относно за договорните отношения между МВНР и компанията VFS Global по отношение на изнесени визови центрове, Министерство на външните работи дава следната информация и прилага копия на договорите:

1. Министерство на външните работи има сключени договори с компанията VF Worldwide Holdings Ltd и нейните дъщерни фирми по места, както следва:
Руска Федерация, сключен на 12 април 2010г.;
Саудитска Арабия/Бахрейн/Катар/Оман/ОАЕ, сключен на 30 септември 2011г.;
Турция, сключен на 12 януари 2012г.;
На 28 март 2012г. бе подписан Рамков Меморандум за разбирателство между МВНР и компанията VF Worldwide Holdings Ltd за откриване на изнесени визови центрове за приемане на заявления за издаване на български визи в следните държави: Украйна, Казахстан, Молдова, Беларус, Иран, Кувейт, Република Южна Африка, Йордания, Индия и Индонезия;
Украйна, сключен на 28 март 2012г.;
Казахстан, сключен на 28 март 2012г.
Кувейт, сключен на 14 ноември 2012г.
Водят се преговори за сключване на споразумения за работа в Молдова, Беларус и Република Южна Африка, но към този момент, последните не са финализирани.

2. Към настоящия момент функционират изнесени визови центрове за прием на заявления за издаване на български визи в следните държави:
- Руска Федерация – 16 броя: Москва, Санкт-Петербург, Екатеринбург, Новосибирск, Ростов на Дон, Казан, Самара, Краснодар, Калининград, Красноярск, Уфа, Нижни Новгород, Владивосток, Сочи, Хабаровск и Иркутск. Предстои откриване на центрове в Омск, Мурманск, Перм и Саратов;
 - Кувейт – 1 брой: Кувейт сити;
 - Турция – 7 броя: Анкара, Истанбул, Бурса, Одрин, Измир, Газиантеп и Адана.
 - Украйна – 8 броя: Киев, Одеса, Львов, Харков, Донецк, Луцк, Ивано-Франковск и Севастопол;
 - Казахстан – 2 броя: Алмати и Астана;
 - Саудитска Арабия/Бахрейн/Катар/Оман/ОАЕ – 7 броя: Джеда, Рияд, Бахрейн Сити, Доха, Мускат, Дубай и Абу Даби.
3. Съотношението на общия брой издадени визи и броят на обработените директно от консулските служби и от изнесените визови центрове за 2012г., са както следва:

По отношение на Руската Федерация:

Общ брой на издадените визи	- 416 443
В т. ч. обработени от консулските служби	- 141 206
обработени от VFS Global	- 275 237

По отношение на Украйна:

Общ брой на издадените визи	- 217 552
В т. ч. обработени от консулските служби	- 203 984
обработени от VFS Global	- 13 568

Приложение: Съгласно текста.

С уважение:



Марин Райков
Министър-председател и
Министър на външните работи

MEMORANDUM OF UNDERSTANDING

The Ministry of Foreign Affairs of the Republic of Bulgaria having its current address at 2, Alexander Zhendov Str., Sofia 1040, Bulgaria, hereinafter referred to as "**The Ministry**", represented by H.E. Mr. Nickolay Mladenov, Minister of Foreign Affairs and for the Consular posts of the Republic of Bulgaria in the countries mentioned in the Annexure to this MOU.

AND

VF Worldwide Holdings Ltd., a Company incorporated under the applicable laws of Mauritius having its registered office at Kross Border Trust Services Limited, Manor House, 1st floor, Cnr St. George / Chazal Streets, Port Louis, Mauritius, as an affiliate of VFS Global Pvt. Ltd. Mumbai, India, hereinafter referred to as "**VFS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns), represented by Mr. Chris Dix, Chief Operating Officer - Europe and the Americas, Address: Portland House - Stag Place, Bressenden Place, London SW1E 5BH hereinafter referred to as "**VFS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns) of the other part.

The Ministry and **VFS** are individually referred to as "Party" and collectively as "Parties"

WHEREAS

1. The Ministry is awarding VFS contracts to provide services to visa applicants, intending to apply for a visa to Bulgaria, at Visa Application Centres in a separate country or a group of countries for the Diplomatic missions (hereinafter referred to as "The Missions") / Consular posts of Bulgaria in the respective cities / region of operation of the Missions / Consular posts in the countries more specifically mentioned in Schedule - 1 of this MoU.
2. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.
3. The Ministry and VFS are executing this agreement whereby VFS will operate Visa Application Centres and shall also provide services as specified in the Scope of services defined below.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. Scope of services: VFS shall provide the following services (in compliance with the "List of minimum requirements to be included in the legal instrument in the case of cooperation with external service providers" as stated in Annex X of the **Visa Code** adopted by Regulation (EC) No 810/2009 of the European Parliament and of the Council of 13 July 2009 establishing a Community Code on Visas (Visa Code) for the Visa Section of the Missions / Consular posts of Bulgaria in different countries.

- A. Act under the instructions of the Diplomatic missions of Bulgaria for facilitating the acceptance of visa applications on behalf of the Bulgarian Missions / Consular posts which shall be communicated by the Missions to VFS;
- B. Operate under the instruction of the Ministry through its Missions / Consular posts to open Visa Application Centres (hereinafter referred to as VAC's) in the respective countries / cities or regions of operation of the Missions / Consular posts;
- C. Provide a dedicated website intended to disseminate general information on visa regulations and procedures which information shall be provided and approved in writing by the Ministry or its Missions / Consular posts in the respective cities / countries of operation;
- D. Operate a single open website for assisting all residents or third-country nationals legally present but not residing in the relevant country in submitting a visa application at the VAC in all cities / countries of operation of the Bulgarian Missions / Consular posts;
- E. Disseminate free of charge, general information about Bulgaria and Bulgarian visas via brochures, press announcements, promotional information, any other relevant material in all VAC's operated by VFS which information shall be provided and approved by The Ministry or its Missions / Consular posts in the respective cities / country of operation;
- F. Provide a personalized service across counters at all designated Visa Centres; Operate in each VAC a call centre to provide telephone /e-mail/fax/mail service and distribute, with the Missions / Consular posts prior authorization, written information relating to visa rules and regulations;
- G. Provide without imposing any additional charge on applicants and the Missions / Consular posts a dedicated helpline and an e-mail service offering voice and written response to queries of visa applicants based on information to be provided by the Missions / Consular posts;

- H. Accept applications for all categories of visas (except for visa Type D that refers to residence permit / long stay visa as may be determined and agreed between the Parties). VFS shall accept visa application on behalf of the Missions / Consular posts from nationals of the relevant country where the applicants legally reside. Applications lodged by third-country nationals legally present but not residing in that country, should be accepted only if the applicant has provided justification for lodging the application at the concerned Missions / Consular posts in particular.
- I. Receive visa applications across the counter and enter the applicants data into the VFS database for passport tracking and accounting purposes;
- J. Collect and pre-scrutinize the visa applications to ensure that they are complete, duly signed and contain all supporting documentation as specified in the checklists provided by the Missions / Consular posts. Where an application is incomplete, VFS will offer guidance in providing the missing requirements. In any case, VFS will have no discretion to refuse an application if the applicant insists on submitting an incomplete application. In such cases, the VAC staff will make an appropriate note on the file. The Missions / Consular posts reserve the right to amend the checklists at any time during the duration of this agreement and provide advance intimation to VFS in writing to avoid any ambiguity.
- K. It is made expressly clear that the Ministry/Missions/Consular posts shall ultimately have the sole discretion to accept an application, process it or reject the same. VFS shall not be liable or answerable to the applicants in this regard, on the final decision by the Ministry/Missions/Consular posts. The final decision on visas whether granted visa, refusal, annulment and revocation of a visa will be brought to the applicants' knowledge through the information system of the VAC where the application form has been submitted.
- L. Enter all applications data in a web-based Bulgarian visa application system as provided by the Ministry through its Missions / Consular posts in the form of **Visa Application XML file format**. The sample of the Visa Application XML file format has been attached herewith as Schedule - 1 and is an integral part of the agreement. All visa applications in XML file format will be stored on a CD or USB and delivered to the relevant Bulgarian Mission / Consular post where it will be processed;
- M. Lodge the visa applications with supporting documentation as well as the CD or the USB with the visa applications XML file format to the Missions /

Consular posts according to the order of presentation and within the time-frames established by the missions.

- N. VAC's of VFS will perform the data-entry, as applicable, required by the Missions / Consular posts for the processing of applications. The mode of data transfer will be as agreed between the Missions / Consular posts and VFS in paragraph L. and M. respectively. The personnel of the Missions / Consular posts will be allowed to access at any time the computer network of its Visa Application Centres in order to gather information on applications submitted or being processed. VFS will provide the Missions / Consular posts officials access to the VFS developed application software;
- O. Process other types of forms other than Visa applications such as 'Standard form for notifying and motivating refusal, annulment or revocation of a visa' notified to VFS by the Missions / Consular posts;
- P. Ensure the use of relevant monitoring methods (e.g. mystery applicants; webcam, intruder detection system);
- Q. Collect the fingerprints of the visa applicants from a future date which shall be accordingly notified by the Missions / Consular posts to VFS. VFS must be equipped with the necessary technical devices (hardware) for capturing fingerprints and with the necessary computer applications which must adapt to the Missions / Consular posts' computer application. VFS will be previously notified by the Missions / Consular posts for it to carry out the necessary adaptations. This will be effective only if / when applicable to the Bulgarian visa application process. The VFS service charges in each country or region of operation of the Missions / Consular posts shall accordingly undergo an incremental change, once the fingerprint capture processes are due for implementation. Such incremental charges shall be agreed and communicated between VFS and the Missions / Consular posts;
- R. Collect and remit visa fees to the Missions / Consular posts as per the prescribed process into the designated bank accounts; the VAC's will comply with all audit and accounting requirements of the Missions / Consular posts in this regard;
- S. Courier all passports / visa applications / documents, in a secured manner, from Visa Application Centres to the Missions / Consular posts for necessary processing and return the passports / documents back to the Visa Application Centres for pass back at the VAC counters;

- T. Organize a secure service for the to and fro transportation of passports, applications and above-mentioned documents from the VACs to the Missions / Consular posts and back;
- U. Ensure the possibility of remote access to its appointment system for inspection purposes;
- V. Operate a protected application software and provide access of the said application software to the Missions / Consular posts allowing officials of the Missions / Consular posts to track remotely any application at any moment;
- W. Operate an appointment scheduling system for applicants wanting to present their applications directly to the relevant Mission / Consular post without any charge to the Mission / Consular post;
- X. Accept, without prior notice at any VFS VAC serving any Bulgarian Mission / Consular post, inspections conducted by the Ministry or its Missions / Consular posts in the respective cities / country of operation;
- Y. Language of all services provided by VFS shall be in English & the national language of the relevant country of operation of the Bulgarian Missions / Consular posts.

2. The Bulgarian Missions / Consular posts shall:

- A. Retain full and exclusive competence for interviewing applicants, approval and for issuing visas and / or for rejection of visa applications.
- B. The Bulgarian Missions / Consular posts will be responsible for the passports and files only after the delivery to the missions. The time period concerning the procedure for issuing visas will start from the moment the passports and files are received by the visa officers.

3. Applications on a voluntary basis:

Visa applications are presented to the VAC's on a voluntary basis. Applicants, as well as the tourist agencies/operators/Travel agents for submitting group applications, will always have the possibility to address the Missions / Consular posts directly.

4. Visa Applications processed directly by the Bulgarian Missions / Consular posts :

A. The Bulgarian Missions / Consular posts reserve the right to process on an exclusive basis the visa applications of some categories of passports (diplomatic, service, official passports, special cases, etc).

B. If it is suggested by the Missions / Consular posts, VFS shall process the visa applications of such categories of passports free of service charge and shall collect only the courier expenses for the delivery of the passports to the VACs and for return to their respective holders.

5. Appointments schedules:

A. VFS shall deliver exclusively and without additional charge to the Missions / Consular posts an appointment scheduling system developed by VFS that can be programmed to create a slot capacity on the parameters of date, time and visa type;

B. As and when the Missions / Consular posts give instructions, VFS will schedule appointments for interviews at the Visa Section of the relevant Mission / Consular post;

C. The Missions / Consular posts reserve the right to interview any applicant and will request VFS to make the necessary appointment arrangements.

6. Visa Application Centres (VAC's):

A. The VAC's are service facilitation units, set up by VFS, either in an existing premises or a different location depending on the availability and the requirement of space, established solely to serve the relevant Missions / Consular posts of Bulgaria in the respective country or region of operation or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;

B. All VFS VACs providing services in a particular country / region shall fall under the jurisdiction of (as designated by the Ministry) - a Mission / Consular post in each city or region of operation and in compliance with Article 6 of the Visa Code.

C. VFS agrees to equip the Visa Application Centres with an appropriate number of staff, computer work stations and a reliable internet access;

D. **Conduct of staff:** In relation to the performance of its activities and according to the provisions of Annex X of the **Visa Code**, VFS shall:

- Ensure that their staffs are appropriately trained.

- Ensure that its staff in the performance of their duties:
 - receive applicants courteously,
 - respect the human dignity and integrity of applicants,
 - do not discriminate against persons on grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation, and
 - respect the rules of confidentiality which shall also apply once members of staff have left their job or after suspension or termination of this **Agreement**;
 - Provide identification of the staff working for the VFS at all times.
 - Prove that their staffs do not have criminal records and have the requisite expertise.
 - Adopt appropriate anti-corruption measures (e.g. provisions on staff remuneration; cooperation in the selection of the staff members employed on the task; two-man-rule, rotation principle). VFS shall implement practices to ensure that it does not permit any employee to perform abusive practices and if any employee is found violating this provision then VFS shall forthwith terminate the employment of such an employee;
- E. The Missions / Consular posts reserve the right to security check all employees designated to work at the VAC's

7. Operations Manager:

- A. VFS VAC's serving for the Bulgarian Missions / Consular posts will be headed by a dedicated source hereinafter known as an Operations Manager.
- B. The Operations Manager/s of the VFS VAC's will be the one-point of contact for the relevant Mission / Consular post. He/she will ensure that all information given by the Missions / Consular posts will be forwarded to the Visa Application Centre as well as to all Travel Agents authorised to submit visa applications at the earliest and without delay.

8. Sub Contractor:

- A. In certain countries, VFS may provide its services to the Missions / Consular posts in the respective city / region of operation through a FMC (Facilities Management Company) which is a locally appointed partner, representing VFS in the country of business operation. The Ministry shall approve/provide its written consent on a case to case basis depending on its requirements.

- B. The visa applications shall be collected by the Sub Contractor at the relevant VAC's for processing. However VFS shall be completely responsible and liable for discharging the obligations imposed on it under the Agreement.

9. Data protection: VFS shall:

- A. Prevent at all times any unauthorised reading, copying, modification or deletion of data, in particular during their transmission to the Missions / Consular posts for processing an application;
- B. In accordance with the instructions given by the Missions / Consular posts, transmit the data electronically, in encrypted form, or physically, in a secured way;
- C. Transmit the data as soon as possible:
 - o in the case of physically transferred data, at least three times a week
 - o in the case of electronically transferred encrypted data, at the latest at the end of the day of their collection
- D. Delete the data immediately after their transmission and ensure that the only data that might be retained shall be the name and contact details of the applicant for the purposes of the appointment arrangements, as well as the passport number, until the return of the passport to the applicant;
- E. Ensure all the technical and organisational security measures required to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the cooperation involves the transmission of files and data to the Missions / Consular posts and all other unlawful forms of processing personal data;
- F. Report to the Missions / Consular posts without delay any security breaches or any complaints from applicants on data misuse or unauthorised access, and co-ordinate with them in order to find a solution and give explanatory responses promptly to the complaining applicants.
- G. Process the data for the purposes of processing the personal data of applicants on behalf of the Missions / Consular posts;
- H. Apply data protection standards at least equivalent to those set out in **Directive 95/46/EC**;
- I. Provide applicants with the information required pursuant to Article 37 of the VIS regulation.
- J. VFS shall ensure access to proof of data protection compliance, including reporting obligations, external audits and regular spot checks;

K. Inspection / Access: The Missions / Consular posts reserve the right to conduct inspections at all times, without prior notice, in particular for inspection purposes, by their personnel to VFS. VFS will grant Missions / Consular posts the right to access their data bases and websites which are used for the appointment and information system at any time.

10. Service Charges:

A. The Ministry and its Missions / Consular posts in the respective city / region of operation permit the VFS to collect a service charge per application which shall be inclusive of VAT and any other Service Tax as may be applicable. The service charge shall be determined in each individual agreement. The service charge shall be collected at the time of accepting the visa application. VFS shall not levy any charges to visa applicants other than the ones agreed upon;

B. The inclusion of additional services for the future, such as document management systems and biometric data capture provisions shall require an incremental revision of the service charge, which shall be negotiated accordingly;

C. Any revision of the service charge mentioned above is subject to mutual consent and or prior written approval by the Ministry or its Missions / Consular posts in the respective city / region of operation;

D. VFS shall not be entitled to fees from the **Diplomatic missions** for any services provided under this Agreement. VFS is entitled to charge the agreed service charge to the visa applicant.

11. Additional services to applicants for an extra charge:

With the prior approval of the relevant Missions / Consular posts, the VAC's can provide additional allied services to visa applicants at an extra charge. Such services include but are not limited to premium lounge facility; photography, photocopy, SMS / Text messaging services with status updates; courier pick-up and pass-back services, travel insurance, foreign exchange services and any other associated services related to a visa application process.

12. Complimentary services to the visa applicants:

VFS will provide visa applicants with application forms which will be printed at its own expenses. VFS would be privileged to handle the distribution to applicants of public service messages from the Government of Bulgaria's Tourism related Offices. These services will be provided at no charge to the Missions / Consular posts or the visa applicants.

13. Visa Fees: The VFS VACs shall collect on behalf of the Missions / Consular posts, the visa fees from the applicants in the local **currency** of the country, or in the particular currency as explicitly specified - at the time of lodging their visa applications against a receipt issued by VFS. The collected fees shall then be transferred to the Bank account of the relevant Missions/Consular post in **currency Euro**, under the instructions of the **Missions/Consular post**. A copy of the receipt should be submitted to the **Missions/Consular post** together with the application forms and the supporting documents. The **Missions/Consular post** shall notify VFS for the cases of non-charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.

14. Indemnification:

The **Missions / Consular posts** and VFS (each, the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all claims, suits, actions, liabilities, losses, damages and expenses, including attorney fees, threatened or brought against or incurred by the Indemnified Party as a result of a breach by the Indemnifying Party of its obligations hereunder.

15. Disclosure:

That the disclosure of this Agreement shall only be made with the prior consent of the Mission.

16. Processing:

VFS shall ensure to provide suitable notice and/ or disclaimer on the website as well as in the automated e-mail sent to concerned applicant on booking appointment as provided herein, stating that the applicant is aware and acknowledges that his or her personal information provided to and / or collected, stored, registered, handled and processed by VFS, including registration in a IT-system is to be used for processing for his or visa application and interview by the Mission and that the applicant consents such collection, storage, registration, handling and processing of his or her personal information by VFS for the said purpose.

17. Notice:

All notices given or made pursuant to the Agreement shall be in writing, in English language and shall be deemed to have been received when delivered personally or sent

by facsimile to VFS at the address set forth below or at such other address as VFS may specifically notify to the Mission.

The Mission can be reached at:

The Ministry of Foreign Affairs: 2, Alexander Zhendov Str., Sofia 1040, Bulgaria

Contact person: Ms. Veneta Zayakova

Designation: State Expert, Consular Relations Directorate

Email ID: vzayakova@mfa.bg

Telephone Nos: + 359 2 948 2943 -- // -- +359 894 275 729

Where as:

The preferred address of VFS is: 09th floor, Urmi Estate, 95 - G. K. Marg, Lower Parel (West); Mumbai - 400 013

Contact person: Mr. Tanveer Noorani

Designation: General Manager – Business Development

Email ID: tanveern@vfsglobal.com

Telephone Nos: + 91 - 22 - 6728 9404 -- // -- 0091 - 99200 50736

18. Liability:

- A. The relevant Mission / Consular post will decline any responsibility in any conflict between VFS VAC's and a visa applicant.
- B. By this agreement VFS cannot claim any reimbursement from the Ministry or the Missions / Consular posts for the setup of any of its offices, and or for any services provided under this contract.
- C. VFS shall not be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement hereunder. VFS's entire liability for damages from any cause whatsoever, regardless of whether in tort or under the agreement, will not exceed the payments received by VFS under the individual agreement for the relevant country of operation.

19. Tenure and termination of Agreement:

- A. This agreement shall be valid for an initial term of three years, which may be renewed for such further terms as mutually agreed;
- B. Either party may terminate this agreement by giving a 03 (three) months written notice to the other without any cause.
- C. Notwithstanding what is mentioned above, if there is a breach of provisions of this agreement by either party, the non-defaulting party shall give the defaulting

party, one month written notice in order to rectify the situation. If the defaulting party does not remedy the breach within the given period, the non-defaulting party may terminate this agreement with immediate effect.

- D. Both parties agree that local agreements (hereinafter referred to as "individual agreement") will be signed between VFS or the local VFS entity incorporated in that particular country and The Ministry or the Missions / Consular posts in the country of operation.
- E. Such individual agreements shall be valid for an initial term of three years and maybe renewed for such further terms as mutually agreed;
- F. Individual Agreements may be terminated by either party by giving a 03 (three) months written notice to the other Party at the address noted at the beginning of this Agreement or the last known address of each party;
- G. If there is a breach of provisions of the individual agreement by either party, the non-defaulting party shall give the defaulting party one month written notice in order to rectify the situation. If the defaulting party does not take the necessary steps to remedy the breach, then the non-defaulting party may terminate the Individual agreement with immediate effect.

20. Modifications of the Agreement:

The Ministry / Diplomatic mission can modify any point in this agreement during its validity in case it has to be adjusted to a new requirements such as but not limited to changes in relevant domestic, European Union or international laws, the requirement of additional services or force majeure, the Ministry or its Missions / Consular posts reserve the right to effect the necessary alterations to the Agreement. Changes have to be communicated in writing. The individual agreements shall stand modified to the extent applicable.

21. Confidentiality:

- A. Both parties agree to keep confidential all information concerning the other's business disclosed to them, which is not in the public domain, including this agreement (subject to disclosure required by law) and no disclosure shall be made without the prior written consent of the party which provided the information. The same provisions apply to the information concerning visa applications available in the VFS database that will be consulted only for the purposes specified in this agreement.
- B. VFS agrees to purge all visa applicants' data from its databases after 10 days from the complete processing of the visa applications or as may be decided in each country of operation.

26. Force Majeure:

Neither Party shall be deemed to be in default or liable to the other for any delay or non-performance of obligations under this Agreement in the event and to the extent such delay or non-performance is due to an event of Force Majeure. Each Party shall, at the earliest as practicable, inform the other Party of the occurrence event of Force Majeure, its expected duration and cessation.

If the event of Force Majeure issues does not cease within a period of three (03) months from the date of intimation to the other Party, the Agreement may be terminated at the option of either Party.

27. Waiver:

- i) Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom the enforcement is sought.
- ii) No waiver or breach of any provisions of this Agreement shall be held to be a waiver of any other subsequent breach and the failure of a party at any time to enforce any provision hereof shall not be deemed as waiver of any right of such party subsequently to enforce such provision or any other provision hereof.

28. Headings:

The caption and headings used in this Agreement are inserted for convenience only and will not affect or govern the meaning or interpretation of this Agreement.

29. Expenses: VFS shall bear its own costs in connection with this Agreement as well as with the Individual Agreements mentioned above.

30. This Memorandum of Understanding shall not effect or evade the Bulgarian or the European Union public procurement and competition rules.

31. Effective date and signatures:

This MOU shall be effective upon the signature of both Parties authorized officials. It shall be in force for a period of three years from 28 March 2012 to 28 March 2015.

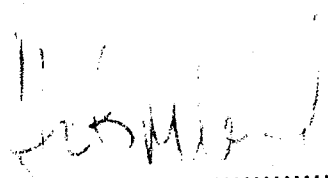
Both Parties – The Ministry and VFS indicate agreement with this MOU by their signatures.

32. Done in duplicate in the English language, each copy being equally authentic.

SIGNED AND DELIVERED BY THE PARTIES STATED HEREINABOVE

For
The Ministry of Foreign Affairs
of the Republic of Bulgaria
H.E. Mr. Nickolay Mladenov, Minister of Foreign Affairs

For
VF Worldwide Holdings Ltd
Mr. Chris Dix,
Chief Operating Officer
- Europe and the Americas


.....
Dated: 28 March 2012, Sofia - BULGARIA


.....

Schedule - 1: List of countries where the Ministry of Foreign Affairs - Republic of Bulgaria's proposes to offer outsourcing of visa services to VFS. This list is not an exhaustive list and shall be subject to change from time to time.

1. Ukraine;
2. The Republic of Kazakhstan;
3. The Republic of Moldova;
4. The Republic of Belarus;
5. The Islamic Republic of Iran;
6. State of Kuwait;
7. The Republic of South Africa (also for The Republic of Kenya, The United Republic of Tanzania, The Republic of Zambia, The Republic of Zimbabwe, The Republic of Mozambique, The Republic of Namibia);
8. The Hashemite Kingdom of Jordan (also for The Syrian Arab Republic and The Republic of Iraq);
9. The Republic of India (also for The People's Republic of Bangladesh and The Democratic Socialist Republic of Sri Lanka);
10. The Republic of Indonesia (also for The Kingdom of Thailand and The Republic of the Philippines).

Schedule - 2: Visa Application XML file format

AGREEMENT

This Agreement is made at Kuwait City, Kuwait on this 14th day of November 2012 by and between:

The Embassy of the Republic of Bulgaria in Kuwait City, Kuwait, authorised to sign on behalf of the Ministry of Foreign Affairs of the Republic of Bulgaria and on its own behalf, having its current address at P. O. Box 12090 - Shamia 71651 Kuwait; Jabriya, Area 11, Str.1, H. 272; Tel.: (00965) 253 144 58/59 Fax: (00965) 253 214 53 E-mail: Embassy.Kuwait@mfa.bg; hereinafter referred to as **"The Ministry"/ "The Embassy"**, represented by **H. E. Mr. Alexandar Olshevski**, Ambassador Extraordinary and Plenipotentiary of the Republic of Bulgaria to Kuwait, empowered to proceed to the signature by Order No 95-00-428 of the Minister of Foreign Affairs of the Republic of Bulgaria as of 8th of November, 2012,

of the one part

AND

VFS GCC LLC, a company incorporated under the laws of the United Arab Emirates having its registered office at 01st Floor, Atrium Centre, Office 102, Khalid Bin Walid Street, Bur Dubai, Dubai 114100, U.A.E., with trade licence Number 556629 issued by the Department of Economic Development, Government of Dubai - U.A.E., hereinafter referred to as **"VFS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns), represented by **Mr. Premanand Narayanan** - Regional Head : Middle East and Egypt.

of the other part

(**The Ministry / The Embassy** and **VFS** are individually referred to as "Party" and collectively as "Parties")

HAVING REGARD to the Agreement/ Memorandum of understanding between the Ministry of Foreign Affairs of the Republic of Bulgaria and VF Worldwide Holdings Ltd., Port Louis, Mauritius on the collaboration of the issuance of visas, which entered into force on 28 March, 2012.

WHEREAS

1. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.
2. The Ministry / The Embassy is awarding VFS the contract to provide services to visa applicants across Kuwait, intending to apply for a visa to Bulgaria, in the city of Kuwait, explicitly mentioned in Schedule - 1, at the Visa Application Centre in the above mentioned city.

As



3. The Visa Application Centre shall be located in the city of Kuwait, as specified in Schedule - 1 and at such other locations as may be agreed between the parties from time to time.
4. The Embassy of The Republic of Bulgaria in Kuwait and VFS are executing this agreement under the provisions of the Memorandum of understanding (MoU) signed on 28 March, 2012 in Sofia between The Ministry of Foreign Affairs of the Republic of Bulgaria and VF Worldwide Holdings Ltd. whereby VFS will operate Visa Applications Centre and shall also provide services as specified in the Scope of services defined in the said MoU.

HAVE AGREED AS FOLLOWS:

1. Visa Application Centre:

- A. The Visa Application Centre (VAC) in Kuwait, as specified in Schedule - 1, is a service facilitation unit, set up by VFS, either in existing premises or a different location depending on the availability and the requirement of space, established solely to serve the Embassy of Bulgaria in Kuwait or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;
- B. **Working hours:** The Visa Application Centre will normally accept applications from Sundays to Thursdays or as applicable by the local law (except public holidays) during **08.30 hours to 15.30 hours**. Working hours may be extended during the peak season or in special circumstances or can be changed as instructed by the Embassy. Passports accepted during the day will be submitted to the Embassy **the same working day** during the peak season and **three times in the week** during the lean season, at a fixed time decided by the Embassy. The days of the week for this process and the months of the year to determine lean and peak season respectively shall be agreed in consultation with the Embassy of Bulgaria in Kuwait. Processed applications will be collected on intimation from the Embassy and returned across the counter by the VAC during the **16:00 hrs. to 17:00 hrs.** or at a fixed time determined by the Embassy. However, the working hours of the VAC may be regulated as per requirements in consultation with the Embassy. The VAC will be closed during the Embassy's public holidays and/or any such holiday as applicable by the local law.

2. Service Charges: VFS shall not be entitled to fees from the Embassy for any services provided under this Agreement. The Embassy permits VFS to collect service fee standardized at **EUR 25,- (Euro Twenty Five Only)** per application, inclusive of all applicable taxes and VAT from the visa applicant. The service fee also includes courier charges for sending the bulk application load from the VAC to the Embassy and return dispatch, back at the VAC (for the applicants) - along with the visa solution, at the time of lodging their visa application. Any revision of the rate of service charge mentioned herein is subject to prior written approval by the Embassy. VFS shall not apply any charges to visa applicants other than the ones agreed upon between the Ministry / the Embassy and VFS.



3. Visa Fees: The VFS VAC shall collect on behalf of the Embassy the visa fees from the applicants in **Euro currency** - an amount of **EUR 60,- (Euro Sixty Only)**, at the time of lodging their visa applications against a receipt issued by VFS. The collected fees should be transferred to the Bank account of the Embassy (**in Euro currency**, at the agreed rate of exchange) under the instructions of the Embassy. It is agreed between the Parties that the remittance of the visa fees shall be carried out every day during the peak season or at the end of every business week during the lean season. A copy of the receipt should be submitted to the Embassy together with the application forms and the supporting documents of the applicants. The Embassy shall notify VFS for the cases of non-charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.

4. Territory of operation: The VAC shall provide the services in Kuwait and all collected applications will be submitted to the Embassy of Bulgaria in Kuwait for further processing and the reliable decision on them.

5. Tenure and termination of Agreement: This Agreement shall be valid for a period of **03** years from the date of signing hereof and is renewable on mutual consent. VFS shall be granted **up to 60 days' time period**, counted from the signing of the contract **for preparation activities**. VFS might start the performance of the services under the contract at an earlier date after due notification of the Embassy.

This Agreement can be terminated by either Party by giving 03 (three) months written notice to the other Party at the address noted at the beginning of the Agreement.

6. Modifications of the Agreement: The Ministry / the Embassy can modify any point in this agreement during its validity in case it has to be adjusted to a new requirement (e.g. amended laws, introduction of biometric fingerprint capture etc). Changes have to be communicated in writing.

7. Extension of scope of services: The Ministry / the Embassy may decide to extend the scope of services that VFS shall perform under this Agreement. The scope of such additional services shall be covered in a subsequent Addendum Agreement or this Agreement may be expanded to reflect the amendments.

8. Application of the MoU: All the other provisions of the Memorandum of understanding as of 28 March 2012 shall be fully applicable to this Agreement for the collaboration of the "Parties" in Kuwait and the Agreement should be considered as an local / "individual agreement" as agreed between the "Parties" in Article 19 Paragraph D of the said MoU.

9. Confidentiality: Both Parties agree to keep confidential all information concerning the other's business disclosed to them, which is not in the public domain, including this Agreement (subject to the

disclosures required by law) and no disclosures shall be made without the prior written consent of the party which provided the information.

10. Liability: VFS shall not be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement hereunder. VFS's entire liability and the Embassy's remedy for damages from any cause whatsoever, regardless of whether in tort or under the Agreement; will not exceed the service charge received by VFS under this Agreement. Grant or refusal to grant visa is the sole prerogative of the Embassy. VFS shall only be responsible for the Services undertaken in this Agreement.

11. Governing Law and Jurisdiction: This agreement shall be governed, construed and enforced in accordance with the Laws of Bulgaria. For any claims, disputes of whatsoever nature between VFS and the Embassy of the Republic of Bulgaria, the Courts in Bulgaria shall alone have exclusive jurisdiction.

12. Done in duplicate in the English language, each copy being equally authentic.

EXECUTED AND DELIVERED BY THE PARTIES STATED HEREINABOVE ON THE LAST DATE WRITTEN HEREIN BELOW:

For

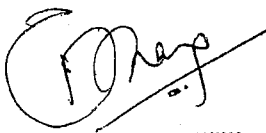
The Ministry of Foreign Affairs of
the Republic of Bulgaria


.....
H. E. Mr. Alexandar Olshevski

Ambassador Extraordinary and Plenipotentiary
of the Republic of Bulgaria to Kuwait

For

VFS GCC LLC


.....
Mr. Premanand Narayanan

Regional Head : Middle East & Egypt.

Dated : 14th November 2012, Kuwait City, Kuwait

Schedule - 1: (List of cities covered under this contract where VACs have been established)

1. Kuwait

Schedule - 2: Visa Application XML file format

AGREEMENT

This Agreement is made at Sofia, Bulgaria on this 30th day of September 2011 by and between

The Ministry of Foreign Affairs of the Republic of Bulgaria having its current address at 2, Alexander Zhendov Str., Sofia 1113, Bulgaria, hereinafter referred to as "**The Ministry**", represented by H.E. Mr. Dimitar Tzantchev, Deputy Minister of Foreign Affairs, acting under authorization of the Minister of Foreign Affairs of the Republic of Bulgaria provided through Order No. 95-00-239 as of 16 September 2011 and for the Consular post - **The Consulate General of the Republic of Bulgaria in Dubai**, located at Jumeira Road, Villa No 18, Dubai, U.A.E., Account number: 102-22497897-01 in Euro, Emirates NBD, hereinafter referred to as "**The Consulate**", of the One part

AND

VFS GCC LLC, a company incorporated under the laws of the United Arab Emirates having its registered office at 102, Atrium Centre, Khalid bin Al Waleed Street, P.O. Box 114100, Dubai – UAE, with trade licence Number 556629 issued by the Department of Economic Development, Government of Dubai - UAE; Bank Current Account No. 22580123 - Royal Bank of Scotland, hereinafter referred to as "**VFS**") of the Other Part.

(The Ministry / Consulate and VFS are individually referred to as "Party" and collectively as "Parties")

WHEREAS

1. The Ministry/Consulate is awarding VFS the contract to provide services to visa applicants across the Gulf Co-operation Council (GCC) states explicitly mentioned in Schedule - 1 intending to apply for a visa to Bulgaria, at the Visa Application Centres in the GCC states.
2. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.
3. The Consulate and VFS are executing this agreement whereby VFS will operate Visa Applications Centres and shall also provide services as specified in the Scope of services defined below.
4. The Visa Application Centres shall be located in the cities, as specified in Schedule - 1 and at such other locations as may be agreed between the parties from time to time.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Scope of services:** VFS shall provide the following services (in compliance with the "List of minimum requirements to be included in the legal instrument in the case of cooperation with external service providers" as stated in Annex X of the Visa Code adopted in July 13th, 2009) for the Visa Section of the Consulate:
 - A. Act under the instructions of the Consulate for accepting/processing the visa application which shall be communicated by the Consulate to VFS;
 - B. Provide information on the visa application process across the counters, in countries mentioned in Schedule - 1 via press announcements, other relevant material and a dedicated website intended to disseminate general information on visa regulations and procedures which information shall be provided and approved in writing by the Consulate;
 - C. Operate a single open website for assistance of all GCC residents (Schedule - 1) in submitting a visa application at the Visa Application Centres in GCC states (Schedule - 1); operate one contact centre at hub Dubai more fully mentioned in Schedule - 1 to provide telephone/e-mail/fax/mail service and distribute, with the Consulate's prior authorization, written information relating to visa rules and regulations;
 - D. Disseminate free of charge promotional information about Bulgaria - brochures and other relevant material in the Visa Application Centres which shall be provided by the Ministry or the Consulate;
 - E. Provide a personalized service across the GCC countries (Schedule - 1) at all designated Visa Centres;
 - F. Provide without imposing any charge on applicants and the Consulate a dedicated helpline and an e-mail service offering voice and written response to queries of visa applicants based on information to be provided by the Consulate.
 - G. Accept applications for all categories of visas except for visa Type D that refers to residence permit/long stay visa. VFS shall accept visa application on behalf of the Consulate from nationals of the GCC countries as mentioned in Schedule - 1 where the applicants legally reside. Applications lodged by a third-country national legally present but not residing in the GCC countries as mentioned in Schedule - 1, should be accepted only if the applicant has provided justification for lodging the application at the Consulate.
 - H. Receive visa applications across the counter and enter the applicants data into the VFS database for passport tracking and accounting purposes;

- I. Collect and pre-scrutinize the documentation supporting visa applications according to the checklist provided by the Consulate. Where an application is incomplete, VFS will offer guidance in providing the missing requirements. In any case, VFS will have no discretion to refuse an application if the applicant insists on submitting an incomplete application. In such cases, the Visa Application Centre's staff will make an appropriate note on the file;
- J. Enter all applications data in a web-based Bulgarian visa application system as provided by the Ministry and the Consulate in a form of **Visa Application XML file format**. The sample of the **Visa Application XML file format** has been attached herewith as Schedule - 2 and is an integral part of the agreement. All visa applications in **XML file format** will be stored on a CD or USB and delivered to the Consulate;
- K. Lodge the visa applications with supporting documentation as well as the CD or the USB with the visa applications **XML file format** to the Consulate according to the order of presentation and within the time-frames established by the Consulate;
- L. **Data-entry:** Visa Application Centres will perform the data-entry, as applicable, required by the Consulate for the processing of applications. The mode of data transfer will be as agreed between the Consulate and VFS in paragraph J. respectively. The personnel of the Consulate will be allowed to access at any time the computer network of its Visa Application Centres in order to gather information on applications submitted or being processed. VFS will provide Consulate official's access to the VFS developed application software.
- M. Process other types of forms other than Visa applications such as 'Standard form for notifying and motivating refusal, annulment or revocation of a visa' notified to VFS by the Consulate;
- N. Ensure the use of relevant monitoring methods (e.g. mystery applicants; webcam, intruder detection system);
- O. Collect the fingerprints of the visa applicants from a future date which shall be accordingly notified by the Consulate to VFS. VFS must be equipped with the necessary technical devices (hardware) for capturing fingerprints and with the necessary computer applications which must adapt to the Consulate's computer application. VFS will be previously notified by the Consulate for it to carry out the necessary adaptations. This will be effective only if/when applicable to the Bulgarian visa application process. The VFS service charges shall accordingly undergo an incremental change, once the fingerprint capture processes are due for implementation. Such incremental charges shall be agreed and communicated between VFS and the Ministry / Consulate.

- P. Collect and remit visa fees to the Consulate as per the prescribed process; the Visa Application Centres will comply with all audit and accounting requirements of the Consulate in this regard;
- Q. Courier all passports/ visa applications/documents, in a secured manner, from Visa Application Centres across GCC states (Schedule - 1) to Dubai operations hub as mentioned in Schedule - 1 for necessary processing and return the passports/documents back to the Visa Application Centres in the GCC states for pass back by the same courier mode (process referred to as Hub & Spoke model, where Dubai is the hub location and all GCC states are spoke locations);
- R. Organize a secure service for the to and fro transportation of passports, applications and above-mentioned documents from the hub location in Dubai to the esteemed Consulate and back;
- S. Ensure the possibility of remote access to its appointment system for inspection purposes;
- T. Operate a protected application software and provide access of the said application software to the Consulate allowing officials of the Consulate to track remotely any application at any moment;
- U. Return passports to applicants, upon their arrival at the Visa Application Centres from the Consulate as per the prescribed procedure referred to clause 1(M) above;
- V. Language of all services provided by VFS is Arabic & English.

The Consulate retains full and exclusive competence for interviewing applicants, approval and for issuing visas and/or for rejection of visa applications. The Consulate will be responsible for the passports and files only after the delivery to the Consulate. The time period concerning the procedure for issuing visas will start from the moment the passports and files are received by the visa officers.

Applications on a voluntary basis: Visa applications are presented to VFS Visa Application Centres on a voluntary basis. Applicants will always have the possibility to address the Consulate directly.

Visa Applications processed directly by the Consulate: The Consulate reserves the right to process on an exclusive basis the visa applications of some categories of passports (diplomatic, official passports, special cases, etc). If it is suggested by the Consulate, VFS shall process the visa applications of such categories of passports free of service charge and shall collect only the courier expenses for the delivery of the passports to the hub Visa Centre in Dubai and for return to their respective holders.



2. Appointments schedules:

- A. VFS shall deliver exclusively and without charge to the Consulate an appointment scheduling system developed by VFS that can be programmed to create a slot capacity on the parameters of date, time and visa type;
- B. As and when the Consulate gives instructions, schedule appointments for interviews at the visa office of the Consulate;
- C. The Consulate reserves the right to interview any applicant and will request VFS to make the necessary appointment arrangements.

3. Visa Application Centres:

- A. The Visa Application Centres are service facilitation units, set up by VFS, either in existing premises or a different location depending on the availability and the requirement of space, established solely to serve the Consulate or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;
- B. All VFS Visa Application Centres providing services in a particular GCC country shall fall under the jurisdiction of the Consulate General of the Republic of Bulgaria in Dubai, UAE;
- C. VFS agrees to equip the Visa Application Centres with an appropriate number of staff, computer work stations and a reliable internet access;
- D. **Conduct of staff:** In relation to the performance of its activities, VFS shall:
 - Ensure that its staff is appropriately trained.
 - Ensure that its staff in the performance of their duties:
 - receive applicants courteously,
 - respect the human dignity and integrity of applicants,
 - do not discriminate against persons on grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation, and
 - respect the rules of confidentiality which shall also apply once members of staff have left their job or after suspension or termination of the legal instrument;
 - Provide identification of the staff working for the external service provider at all times.

- Prove that their staffs do not have criminal records and have the requisite expertise.
 - Adopt appropriate anti-corruption measures (e.g. provisions on staff remuneration; cooperation in the selection of the staff members employed on the task; two-man-rule, rotation principle). VFS shall implement practices to ensure that it does not permit any employee to perform abusive practices and if any employee is found violating this provision then VFS shall forthwith terminate the employment of such an employee;
- E. The Consulate reserves the right to security check all employees designated to work at the Visa Application Centres;
- F. **Operations Manager:** VFS Visa Application Centres serving for the Consulate will be headed by a resource hereinafter known as an Operations Manager. The Operations Manager/s of the VFS Visa Application Centres will be the one-point of contact for the Consulate. He/she will ensure that all information given by the Ministry and the Consulate will be forwarded to the Visa Application Centre as well as to all Travel Agents authorised to submit visa applications at the earliest and without delay.
- G. **Sub Contractor:** Prior to establishing Visa Application Centres in the GCC countries of Bahrain and Oman, VFS could perform their duties under this Agreement through a local partner, a courier company or an authorised tourist agency. The visa applications, collected by the sub contractor should be processed at the hub Visa Application Centre in Dubai. However VFS shall be completely responsible and liable for discharging the obligations imposed on it under the Agreement.
- H. **Working hours:** Visa Application Centres will normally accept applications Sundays to Thursdays or as applicable by the local law (except public holidays) during **09.00 hours to 14.00 hours**. Working hours may be extended during the peak season or in special circumstances or can be changed as instructed by the Consulate. Passports accepted during the day will be submitted to the Consulate the next working day in case of Dubai hub location and the following working day in case of GCC state spoke locations, at a fixed time decided by the Consulate. Processed applications will be collected on intimation from the Consulate and returned across the counter by the Visa Application Centres during the **hours 09.00-10.00** or at a fixed time determined by the Consulate. However, the working hours of the Visa Application Centres may be regulated as per requirements in consultation with the Consulate. The Visa Application Centres will be closed during the Consulate's public holidays and/or any such holiday as applicable by the local law.

4. Data protection: VFS shall

- Prevent at all times any unauthorised reading, copying, modification or deletion of data, in particular during their transmission to the Consulate for processing an application;
- In accordance with the instructions given by the Consulate, transmit the data electronically, in encrypted form, or physically, in a secured way;
- Transmit the data as soon as possible:
 - in the case of physically transferred data, at least twice a week
 - in the case of electronically transferred encrypted data, at the latest at the end of the day of their collection
- Delete the data immediately after their transmission and ensure that the only data that might be retained shall be the name and contact details of the applicant for the purposes of the appointment arrangements, as well as the passport number, until the return of the passport to the applicant, where applicable;
- Ensure all the technical and organisational security measures required to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the cooperation involves the transmission of files and data to the Consulate and all other unlawful forms of processing personal data;
- Report to the Consulate without delay any security breaches or any complaints from applicants on data misuse or unauthorised access, and coordinate with the Consulate in order to find a solution and give explanatory responses promptly to the complaining applicants.
- Process the data for the purposes of processing the personal data of applicants on behalf of the Consulate;
- Apply data protection standards at least equivalent to those set out in **Directive 95/46/EC**;
- Provide applicants with the information required pursuant to Article 37 of the VIS regulation.

VFS shall ensure access to proof of data protection compliance, including reporting obligations, external audits and regular spot checks;

Inspection/Access: The Consulate reserves the right to conduct inspections at all times, without prior notice, in particular for inspection purposes, by their personnel to VFS. VFS will grant

Consulate the right to access their data bases and websites which are used for the appointment and information system at any time.

5. Service Charges: VFS shall not be entitled to fees from the Consulate for any services provided under this Agreement. The Consulate permits Visa Application Centres to collect a service fee of **EUR 23,-** per application from applicants from UAE and Qatar and **EUR 24,-** per application from applicants from the other GCC countries mentioned in Schedule - 1 of the Agreement, at the time of lodging their visa application. Any revision of the rate of service charge mentioned herein is subject to prior written approval by the Consulate. Visa Application Centres shall not apply any charges to visa applicants other than the ones agreed upon between the Consulate and VFS. (Note: the service charge **does not** include the courier component applicable for GCC Spoke Locations to courier the passports / visa applications to Dubai and back).

6. Additional services to applicants for an extra charge: With the prior approval of the Consulate, Visa Application Centres can provide additional allied services to visa applicants at an extra charge. Such services include but are not restricted to premium lounge facility, photography, photocopy, SMS/Text messaging services with status updates; courier pick-up and pass-back services, travel insurance, foreign exchange services and any other associated services related to a visa application process.

7. Complimentary services to the visa applicants: VFS will provide visa applicants with application forms which will be printed at its own expenses. VFS would be privileged to handle the distribution to applicants of public service messages from the Government of Bulgaria's Tourism/related Offices. These services will be provided at no charge to the Consulate or the visa applicants.

8. Visa Fees: The VFS Visa Centres shall collect on behalf of the Consulate the visa fees from the applicants in local currency at the equivalent amount of **EUR 60, -** at the time of lodging their visa applications against a receipt issued by VFS. The collected fees should be transferred to the Bank account of the Consulate (**in Euro's**) noted at the beginning of the Agreement under the instructions of the consulate but not less than once a week. A copy of the receipt should be submitted to the Consulate together with the application forms and the supporting documents. The consulate shall notify VFS for the cases of non charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.



9. Territory of operation: Visa Application Centres shall provide the services in the GCC countries mentioned in Schedule - 1 and all collected applications will be submitted to the Consulate General of the Republic of Bulgaria in Dubai for further processing and the reliable decision on them.

10. Liability: The Consulate will decline any responsibility in any conflict between VFS Visa Application Centres and a visa applicant.

By this agreement VFS cannot claim any reimbursement from the Ministry or the Consulate for the setup of any of its offices, and or for any services provided under this contract.

VFS shall not be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement hereunder. VFS's entire liability for damages from any cause whatsoever, regardless of whether in tort or under the agreement, will not exceed the payments received by VFS under this Agreement.

11. Tenure and termination of Agreement: This Agreement shall be valid for a period of **3** years from the date of signing here of and is renewable on mutual consent. VFS shall be granted **up to two months** period counted from the signing of the contract for preparation activities. VFS might start the performance of the services under the contract at an earlier date after due notification of the Consulate.

This Agreement can be terminated by either Party by giving 3 (three) months written notice to the other Party at the address noted at the beginning of this Agreement.

12. Modifications of the Agreement: The Consulate can modify any point in this agreement during its validity in case it has to be adjusted to a new requirement (e.g. amended laws, introduction of biometric fingerprint capture etc). Changes have to be communicated in writing.

13. Extension of scope of services: The Consulate may decide to extend the scope of services that VFS shall perform under this Agreement. The scope of such additional services shall be covered in a subsequent Addendum Agreement or this Agreement may be expanded to reflect the amendments.

14. Confidentiality: Both parties agree to keep confidential all information concerning the other's business disclosed to them, which is not in the public domain, including this agreement (subject to disclosure required by law) and no disclosure shall be made without the prior written consent of the party which provided the information. The same provisions apply to the

information concerning visa applications available in the VFS database that will be consulted only for the purposes specified in this agreement.

15. Governing law and jurisdiction: This agreement shall be governed, construed and enforced in accordance with Bulgarian law. For any claims, disputes of whatsoever in nature between VFS and the Consulate, Bulgarian courts shall alone have jurisdiction. Place of jurisdiction is Sofia.

16. Expenses: VFS shall bear its own costs in connection with this Agreement.

17. Done in duplicate in the English language, each copy being equally authentic.

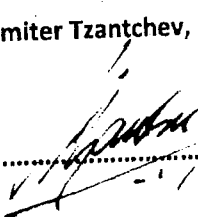
SIGNED AND DELIVERED BY THE PARTIES STATED HEREINABOVE

For

The Ministry of the Republic of Bulgaria and

The Consulate General of the Republic of Bulgaria, Dubai, UAE

H.E. Mr. Dimitar Tzantchev, Deputy Minister of Foreign Affairs



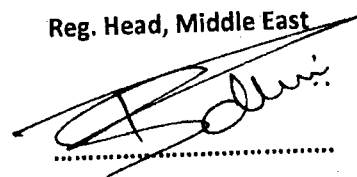
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For

VFS GCC LLC

Mr. Rakesh SAHNI

Reg. Head, Middle East



.....

Dated: 30th September 2011, Sofia - BULGARIA

Schedule - 1 : (List of GCC countries covered under this contract)

- | | |
|--------------------------------|--------------------------------------|
| 1. The Kingdom of Saudi Arabia | (in the cities of Jeddah & Riyadh) |
| 2. The Kingdom of Bahrain | (in Bahrain City) |
| 3. The State of Qatar | (in Doha) |
| 4. The Sultanate of Oman | (in Muscat) |
| 5. The United Arab Emirates | (in the cities of Dubai & Abu Dhabi) |

Schedule - 2 : Visa Application XML file format

AGREEMENT

This Agreement is made at Sofia, Bulgaria on this 28th day of March 2012 by and between

The Ministry of Foreign Affairs of the Republic of Bulgaria having its current address at 2, Alexander Zhendov Str., Sofia 1040, Bulgaria, hereinafter referred to as **"The Ministry"**, represented by H.E. Nickolay Mladenov, Minister of Foreign Affairs and for the Consular posts of the Republic of Bulgaria, in Ukraine -

1. Embassy of the Republic of Bulgaria in Kiev, located at:

Address: P.O. Box 01023, 1 Gospitalnaya Str. Tel.: (+ 380 44) 246 72 37; 246 76 72; Fax: (+ 380 44) 235 51 19; Consular office - (+ 380 44) 234 99 29, E-mail: Embassy.Kiev@mfa.bg

2. Consulate General of the Republic of Bulgaria in Odessa, located at:

Address: 65062, Ukraine, Odessa, 9, Posmitnogo street, Tel.: + 38 048 746 65 54; + 38 048 746 65 58, Fax: + 38 048 746 65 48, Consular department: +38 048 746 63 39, E-mail: Consulate.Odessa@mfa.bg

Herein after referred to as **"The Diplomatic missions of Bulgaria in Ukraine"**, of the one part

AND

VF Worldwide Holdings Ltd., a Company incorporated under the applicable laws of Mauritius having its registered office at Kross Border Trust Services Limited, Manor House, 1st floor, Cnr St. George / Chazal Streets, Port Louis, Mauritius, as an affiliate of VFS Global Pvt. Ltd. Mumbai, India, hereinafter referred to as **"VFS"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns), represented by Mr. Srinarayan Sankaran, Head - Russia & CIS, Address : Marksistskaya Street, Bldg 3, Block 7, Office 3, Moscow - 109147, Russia of the other part.

(**The Ministry / the Diplomatic missions of Bulgaria in Ukraine** and **VFS** are individually referred to as "Party" and collectively as "Parties")

WHEREAS

1. The Ministry is awarding VFS the contract to provide services to visa applicants across Ukraine, in cities explicitly mentioned in Schedule - 1 intending to apply for a visa to Bulgaria, at the Visa Application Centres in the above mentioned cities.
2. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.

3. The Visa Application Centres shall be located in the cities, as specified in Schedule - 1 and at such other locations as may be agreed between the parties from time to time.
4. The Diplomatic missions of Bulgaria in Ukraine and VFS are executing this agreement under the provisions of the Memorandum of understanding (MoU) signed on 28 March 2012 in Sofia between The Ministry of Foreign Affairs of the Republic of Bulgaria and VF Worldwide Holdings Ltd. whereby VFS will operate Visa Applications Centres and shall also provide services as specified in the Scope of services defined in the said MoU.

REFERRING TO THE ABOVE MENTIONED MoU NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Visa Application Centres:

- A. The Visa Application Centres (VACs) in the cities, as specified in Schedule - 1, are service facilitation units, set up by VFS, either in existing premises or a different location depending on the availability and the requirement of space, established solely to serve the relevant diplomatic mission of Bulgaria in Ukraine or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;
- B. **Working hours:** Visa Application Centres will normally accept applications Mondays to Fridays or as applicable by the local law (except public holidays) during **08.30 hours to 15.30 hours**. Working hours may be extended during the peak season or in special circumstances or can be changed as instructed by the Diplomatic missions. Passports accepted during the day will be submitted to the relevant Bulgarian missions at Kiev and Odessa - **the next working day**, at a fixed time decided by the relevant Diplomatic mission. Processed applications will be collected on intimation from the Diplomatic missions and returned across the counter by the VACs during the **hours 15.30 - 17.00** or at a fixed time determined by the Diplomatic mission. However, the working hours of the VACs may be regulated as per requirements in consultation with the Diplomatic missions. The VACs will be closed during the Diplomatic missions' public holidays and/or any such holiday as applicable by the local law.

2. Service Charges: VFS shall not be entitled to fees from the Diplomatic missions for any services provided under this Agreement. The Diplomatic missions permit VACs to collect service fee standardized at **EUR 22,00** per application, inclusive of all applicable taxes & VAT. The service fee also includes courier charges for sending the bulk application load from the VACs to the Diplomatic missions and return dispatch, back at the VACs (for the applicants) - along with

the visa solution, at the time of lodging their visa application. Any revision of the rate of service charge mentioned herein is subject to prior written approval by the Diplomatic missions. VACs shall not apply any charges to visa applicants other than the ones agreed upon between the Ministry/ Diplomatic missions and VFS.

3. Visa Fees: The VFS Visa Centres shall collect on behalf of the Diplomatic missions the visa fees from the applicants in **Euro currency** - an amount of **EUR 35, - (for Ukrainian Nationals)** at the time of lodging their visa applications against a receipt issued by VFS. The collected fees should be transferred to the Bank account of the relevant Diplomatic mission (in Euro's) under the instructions of the Diplomatic mission but not less than once a week. A copy of the receipt should be submitted to the Diplomatic mission together with the application forms and the supporting documents. The Diplomatic mission shall notify VFS for the cases of non charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.

4. Territory of operation: All VACs shall provide the services in the identified cities of Ukraine and all collected applications will be submitted to the relevant Diplomatic mission of Bulgaria in Ukraine for further processing and the reliable decision on them.

5. Tenure and termination of Agreement: This Agreement shall be valid for a period of **03** years from the date of signing hereof and is renewable on mutual consent. VFS shall be granted **up to 60 days time period** for all the VACs across Ukraine, counted from the signing of the contract **for preparation activities**. VFS might start the performance of the services under the contract at an earlier date after due notification of the relevant Diplomatic mission.

This Agreement can be terminated by either Party by giving 03 (three) months written notice to the other Party at the address noted at the beginning of this Agreement.

6. Modifications of the Agreement: The Ministry/Diplomatic mission can modify any point in this agreement during its validity in case it has to be adjusted to a new requirement (e.g. amended laws, introduction of biometric fingerprint capture etc). Changes have to be communicated in writing.

7. Extension of scope of services: The Ministry/Diplomatic missions may decide to extend the scope of services that VFS shall perform under this Agreement. The scope of such additional

services shall be covered in a subsequent Addendum Agreement or this Agreement may be expanded to reflect the amendments.

8. Application of the MoU: All the other provisions of the Memorandum of understanding as of 28 March 2012 shall be fully applicable to this Agreement for the collaboration of the "Parties" in Ukraine and the Agreement should be considered as an local/"individual agreement" as agreed between the "Parties" in Article 19 Paragraph D of the said MoU.

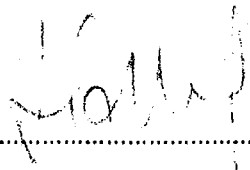
9. Done in duplicate in the English language, each copy being equally authentic.

SIGNED AND DELIVERED BY THE PARTIES STATED HEREINABOVE

For

The Ministry of Foreign Affairs of
the Republic of Bulgaria

H.E. Mr. Nickolay Mladenov, Minister of Foreign Affairs

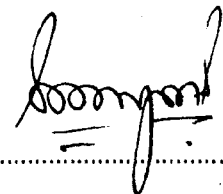


For

VF Worldwide Holdings Ltd

Mr. Srinarayan Sankaran,

Head - Russia & CIS



Dated: 28 March 2012, Sofia - BULGARIA

Schedule - 1: (List of cities covered under this contract where VACs have been established)

1. Kiev
2. Odessa
3. L'viv
4. Kharkiv
5. Donetsk
6. Lutsk
7. Ivano-Frankivsk
8. Sevastopol

Schedule - 2: Visa Application XML file format

AGREEMENT

This Agreement is made at Sofia, Bulgaria on this 12th day of January 2012 by and between

The Ministry of Foreign Affairs of the Republic of Bulgaria having its current address at 2, Alexander Zhendov Str., Sofia 1040, Bulgaria, hereinafter referred to as **"The Ministry"**, represented by H.E. Mr. Dimitar Tzantchev, Deputy Minister of Foreign Affairs, acting under authorization of the Minister of Foreign Affairs of the Republic of Bulgaria provided through Order No.95-00-11 as of 12.01.2012 and for the Consular posts of the Republic of Bulgaria, in the Republic of Turkey -

1. Embassy of the Republic of Bulgaria in Ankara, located at:

124 Ataturk Blv, 06680 Kavaklıdere, Ankara

Tel.: + 90 312 467 20 71, + 90 312 427 51 42

Fax: + 90 312 467 25 74

e-mail: Embassy.Ankara@mfa.bg, Garanti Bank, Branch 082 – Kızılay Ankara, account N 9091985, IBAN TR83 0006 2000 0820 0009 0919 85, Swift TGBATRISXXX

2. Consulate General of the Republic of Bulgaria in Istanbul, located at:

Ahmet Adnan Saygun caddesi №34, Ulus/Levent – 2, İstanbul

Tel.: 0090-212 / 281 01 14/ 15/ 16

Fax: 0090-212-264-1011/ 270 0089

E-mail: Consulate.Istanbul@mfa.bg, ING BANK, IBAN: TR 880009 10 34 54 00 200014

a. Consular Office of the Republic of Bulgaria in Bursa, located at: Adalet Mah., Aydın Sok" № 1, Osmangazi-BURSA, 16180, Tel.: 0090 224 245 55 00, 0090 224 245 56 00, Fax: 0090 224 245 55 09 E-mail: Bursabg@abv.bg, ING BANK, IBAN: TR 880009 10 34 54 00 200014

3. Consulate General of the Republic of Bulgaria in Edirne, located at:

Edirne Talatpasa Asfalt str. №31,

Tel.: +902842140617; +905337396140

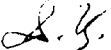
Fax: +902842148482

e-mail: Consulate.Edirne@mfa.bg, İŞ BANKASIQ Account No.: 1300 0603726. IBAN TR 27 0006 4000 0021 3000 6037 26.

Herein after referred to as **"The Diplomatic missions of Bulgaria in Turkey"**, of the one part

AND

VF Worldwide Holdings Ltd., a Company incorporated under the applicable laws of Mauritius having its registered office at Kross Border Trust Services Limited, Manor House, 1st floor, Cnr St. George / Chazal Streets, Port Louis, Mauritius hereinafter referred to as **"VFS"** (which

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expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns) of the other part.

(The Ministry / **The Diplomatic missions of Bulgaria in Turkey** and VFS are individually referred to as "Party" and collectively as "Parties")

WHEREAS

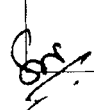
1. The Ministry is awarding VFS the contract to provide services to visa applicants across the Republic of Turkey, in cities explicitly mentioned in Schedule - 1 intending to apply for a visa to Bulgaria, at the Visa Application Centres in the above mentioned cities.
2. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.
3. The **Diplomatic missions of Bulgaria in Turkey** and VFS are executing this agreement whereby VFS will operate Visa Applications Centres and shall also provide services as specified in the Scope of services defined below.
4. The Visa Application Centres shall be located in the cities, as specified in Schedule - 1 and at such other locations as may be agreed between the parties from time to time.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Scope of services:** VFS shall provide the following services (in compliance with the "List of minimum requirements to be included in the legal instrument in the case of cooperation with external service providers" as stated in Annex X of the Visa Code adopted in July 13th, 2009 for the Visa Section of the **Diplomatic missions of Bulgaria in Turkey**.
 - A. Act under the instructions of the **Diplomatic missions of Bulgaria in Turkey** for facilitating the acceptance of visa applications on behalf of the Bulgarian Missions which shall be communicated by the diplomatic missions to VFS;
 - B. Provide information on the visa application process across the counters, in Turkey via press announcements, other relevant material and a dedicated website intended to disseminate general information on visa regulations and procedures which information shall be provided and approved in writing by the diplomatic missions;
 - C. Operate a single open website for assistance of all Turkish residents in submitting a visa application at the Visa Application Centres in all cities (Schedule -1); operate in each Visa application centre (VAC) a call centre to provide telephone/e-mail/fax/mail service and distribute, with the **Bulgaria's Diplomatic missions** prior authorization, written information relating to visa rules and regulations;

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- D. Disseminate free of charge promotional information about Bulgaria - brochures and other relevant material in the Visa Application Centres which shall be provided by the Ministry or **Diplomatic missions of Bulgaria in Turkey**;
- E. Provide a personalized service across the mentioned cities in Turkey at all designated Visa Centres;
- F. Provide without imposing any additional charge on applicants and the **Diplomatic missions of Bulgaria in Turkey** a dedicated helpline and an e-mail service offering voice and written response to queries of visa applicants based on information to be provided by the **Diplomatic missions of Bulgaria in Turkey**.
- G. Accept applications for all categories of visas except for visa Type D that refers to residence permit/long stay visa. VFS shall accept visa application on behalf of the **Diplomatic missions of Bulgaria in Turkey** from nationals of Turkey in all the cities as mentioned in Schedule - 1 where the applicants legally reside. Applications lodged by a third-country national legally present but not residing in Turkey, should be accepted only if the applicant has provided justification for lodging the application at the concerned Diplomatic mission in particular.
- H. Receive visa applications across the counter and enter the applicants data into the VFS database for passport tracking and accounting purposes;
- I. Collect and pre-scrutinize the documentation supporting visa applications according to the checklist provided by the **Diplomatic missions of Bulgaria in Turkey**. Where an application is incomplete, VFS will offer guidance in providing the missing requirements. In any case, VFS will have no discretion to refuse an application if the applicant insists on submitting an incomplete application. In such cases, the Visa Application Centre's staff will make an appropriate note on the file;
- J. Enter all applications data in a web-based Bulgarian visa application system as provided by the Ministry and the **Diplomatic missions of Bulgaria in Turkey** in the form of **Visa Application XML file format**. The sample of the **Visa Application XML file format** has been attached herewith as Schedule - 2 and is an integral part of the agreement. All visa applications in **XML file format** will be stored on a CD or USB and delivered to the concerned Diplomatic mission where it will be processed;
- K. Lodge the visa applications with supporting documentation as well as the CD or the USB with the visa applications **XML file format** to the **Diplomatic missions of Bulgaria in Turkey** according to the order of presentation and within the time-frames established by the **Diplomatic missions of Bulgaria in Turkey**;
- L. **Data-entry:** Visa Application Centres will perform the data-entry, as applicable, required by the **Diplomatic missions of Bulgaria in Turkey** for the processing of



applications. The mode of data transfer will be as agreed between the **Diplomatic missions** and VFS in paragraph J. respectively. The personnel of the **Diplomatic missions** will be allowed to access at any time the computer network of its Visa Application Centres in order to gather information on applications submitted or being processed. VFS will provide **Diplomatic mission** official's access to the VFS developed application software.

- M. Process other types of forms other than Visa applications such as 'Standard form for notifying and motivating refusal, annulment or revocation of a visa' notified to VFS by the **Diplomatic mission**;
- N. Ensure the use of relevant monitoring methods (e.g. mystery applicants; webcam, intruder detection system);
- O. Collect the fingerprints of the visa applicants from a future date which shall be accordingly notified by the **Diplomatic missions** to VFS. VFS must be equipped with the necessary technical devices (hardware) for capturing fingerprints and with the necessary computer applications which must adapt to the **Diplomatic missions'** computer application. VFS will be previously notified by the **Diplomatic missions** for it to carry out the necessary adaptations. This will be effective only if/when applicable to the Bulgarian visa application process. The VFS service charges shall accordingly undergo an incremental change, once the fingerprint capture processes are due for implementation. Such incremental charges shall be agreed and communicated between VFS and the **Diplomatic missions of Bulgaria in Turkey**.
- P. Collect and remit visa fees to the **Diplomatic missions of Bulgaria in Turkey** as per the prescribed process into the designated bank accounts; the Visa Application Centres will comply with all audit and accounting requirements of the **Diplomatic missions** in this regard;
- Q. Courier all passports / visa applications / documents, in a secured manner, from Visa Application Centres across the cities (Schedule - 1) to the **Diplomatic missions** for necessary processing and return the passports / documents back to the Visa Application Centres in the cities (Schedule - 1) for pass back at the VAC counters.
- R. Organize a secure service for the to and fro transportation of passports, applications and above-mentioned documents from the VACs in the cities (Schedule - 1) to the esteemed **Diplomatic missions** and back;
- S. Ensure the possibility of remote access to its appointment system for inspection purposes;

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- T. Operate a protected application software and provide access of the said application software to the **Diplomatic missions** allowing officials of the **Diplomatic missions** to track remotely any application at any moment;
- U. Return passports to applicants, upon their arrival at the Visa Application Centres from the **Diplomatic missions** as per the prescribed procedure referred to clause 1(Q) above;
- V. Language of all services provided by VFS is Turkish & English. Some of the services at the VACs will be provided also in Bulgarian language.

The **Diplomatic missions** retain full and exclusive competence for interviewing applicants, approval and for issuing visas and/or for rejection of visa applications. The **Diplomatic missions** will be responsible for the passports and files only after the delivery to the **missions**. The time period concerning the procedure for issuing visas will start from the moment the passports and files are received by the visa officers.

Applications on a voluntary basis: Visa applications are presented to VFS Visa Application Centres on a voluntary basis. Applicants, as well as the tourist agencies/operators/Travel agents for submitting group applications, will always have the possibility to address the **Diplomatic missions** directly.

Visa Applications processed directly by the Diplomatic missions: The **Diplomatic missions** reserve the right to process on an exclusive basis the visa applications of some categories of passports (diplomatic, official passports, special cases, etc). If it is suggested by the **Diplomatic missions**, VFS shall process the visa applications of such categories of passports free of service charge and shall collect only the courier expenses for the delivery of the passports to the VACs and for return to their respective holders.

2. Appointments schedules:

- A. VFS shall deliver exclusively and without additional charge to the **Diplomatic missions** an appointment scheduling system developed by VFS that can be programmed to create a slot capacity on the parameters of date, time and visa type;
- B. As and when the **Diplomatic missions** give instructions, schedule appointments for interviews at the visa office of the relevant mission;
- C. The **Diplomatic missions** reserve the right to interview any applicant and will request VFS to make the necessary appointment arrangements.

3. Visa Application Centres:

- A. The Visa Application Centres are service facilitation units, set up by VFS, either in existing premises or a different location depending on the availability and the requirement of space, established solely to serve the relevant diplomatic mission of

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Bulgaria in Turkey or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;

B. VFS agrees to equip the Visa Application Centres with an appropriate number of staff, computer work stations and a reliable internet access;

C. **Conduct of staff:** In relation to the performance of its activities, VFS shall:

- Ensure that its staff is appropriately trained.
- Ensure that its staff in the performance of their duties:
 - receive applicants courteously,
 - respect the human dignity and integrity of applicants,
 - do not discriminate against persons on grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation, and
 - respect the rules of confidentiality which shall also apply once members of staff have left their job or after suspension or termination of the legal instrument;
- Provide identification of the staff working for the external service provider at all times.
- Prove that their staffs do not have criminal records and have the requisite expertise.
- Adopt appropriate anti-corruption measures (e.g. provisions on staff remuneration; cooperation in the selection of the staff members employed on the task; two-man-rule, rotation principle). VFS shall implement practices to ensure that it does not permit any employee to perform abusive practices and if any employee is found violating this provision then VFS shall forthwith terminate the employment of such an employee;

D. The **Diplomatic missions** reserve the right to security check all employees designated to work at the Visa Application Centres;

E. **Operations Manager:** VFS Visa Application Centres serving for the **Diplomatic missions of Bulgaria in Turkey** will be headed by a resource hereinafter known as an Operations Manager. The Operations Manager/s of the VFS Visa Application Centres will be the one-point of contact for the relevant Diplomatic mission. He/she will ensure that all information given by the Ministry and the **Diplomatic missions** will be forwarded to the Visa Application Centre as well as to all Travel Agents authorised to submit visa applications at the earliest and without delay.

- F. **Sub Contractor:** Prior to establishing VFS owned Visa Application Centres in cities across Turkey including those appointed in Schedule 1, VFS could perform their duties under this Agreement through a local partner, a courier company or an authorised tourist agency. The visa applications, collected by the sub contractor should be processed at the relevant Visa Application Centre. However VFS shall be completely responsible and liable for discharging the obligations imposed on it under the Agreement.
- G. **Working hours:** Visa Application Centres will normally accept applications Mondays to Fridays or as applicable by the local law (except public holidays) during **08.30 hours to 17.00 hours**. Working hours may be extended during the peak season or in special circumstances or can be changed as instructed by the **Diplomatic missions**. Passports accepted during the day will be submitted to the relevant mission the same working day in case of the VACs in Ankara, Istanbul, Bursa and Edirne and the next working day in case of the other cities as per Schedule 1 spoke locations, at a fixed time decided by the relevant Diplomatic mission. Processed applications will be collected on intimation from the **Diplomatic missions** and returned across the counter by the Visa Application Centres during the **hours 15.30-17.00** or at a fixed time determined by the **Diplomatic mission**. However, the working hours of the Visa Application Centres may be regulated as per requirements in consultation with the **Diplomatic missions**. The Visa Application Centres will be closed during the **Diplomatic missions'** public holidays and/or any such holiday as applicable by the local law.

4. Data protection: VFS shall

- Prevent at all times any unauthorised reading, copying, modification or deletion of data, in particular during their transmission to the **Diplomatic missions** for processing an application;
- In accordance with the instructions given by the **Diplomatic missions**, transmit the data electronically, in encrypted form, or physically, in a secured way;
- Transmit the data as soon as possible:
 - in the case of physically transferred data, at least three times a week
 - in the case of electronically transferred encrypted data, at the latest at the end of the day of their collection
- Delete the data immediately after their transmission and ensure that the only data that might be retained shall be the name and contact details of the applicant for the purposes of the appointment arrangements, as well as the passport number, until the return of the passport to the applicant;
- Ensure all the technical and organisational security measures required to protect personal data against accidental or unlawful destruction or accidental loss, alteration,

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unauthorised disclosure or access, in particular where the cooperation involves the transmission of files and data to the **Diplomatic missions** and all other unlawful forms of processing personal data;

- Report to the **Diplomatic missions** without delay any security breaches or any complaints from applicants on data misuse or unauthorised access, and coordinate with them in order to find a solution and give explanatory responses promptly to the complaining applicants.
- Process the data for the purposes of processing the personal data of applicants on behalf of the **Diplomatic missions**;
- Apply data protection standards at least equivalent to those set out in **Directive 95/46/EC**;
- Provide applicants with the information required pursuant to Article 37 of the VIS regulation.

VFS shall ensure access to proof of data protection compliance, including reporting obligations, external audits and regular spot checks;

Inspection/Access: The **Diplomatic missions** reserve the right to conduct inspections at all times, without prior notice, in particular for inspection purposes, by their personnel to VFS. VFS will grant **Diplomatic missions** the right to access their data bases and websites which are used for the appointment and information system at any time.

5. Service Charges: VFS shall not be entitled to fees from the **Diplomatic missions** for any services provided under this Agreement. The **Diplomatic missions** permit Visa Application Centres to collect a service fee of **EUR 25,-** per application, inclusive of VAT and courier fees for delivering the passports of the applicants to the Diplomatic missions and return dispatch, back at the Visa Centres (for the applicants) - along with the visa solution, at the time of lodging their visa application. Any revision of the rate of service charge mentioned herein is subject to prior written approval by the **Diplomatic mission**. Visa Application Centres shall not apply any charges to visa applicants other than the ones agreed upon between the Ministry/ **Diplomatic missions** and VFS.

6. Additional services to applicants for an extra charge: With the prior approval of the relevant **Diplomatic mission**, Visa Application Centres can provide additional allied services to visa applicants at an extra charge. Such services include but are not restricted to premium lounge facility, photography, photocopy, SMS/Text messaging services with status updates; courier pick-up and pass-back services, travel insurance, foreign exchange services and any other associated services related to a visa application process.

7. Complimentary services to the visa applicants: VFS will provide visa applicants with application forms which will be printed at its own expenses. VFS would be privileged to handle

the distribution to applicants of public service messages from the Government of Bulgaria's Tourism/related Offices. These services will be provided at no charge to the **Diplomatic missions** or the visa applicants.

8. Visa Fees: The VFS Visa Centres shall collect on behalf of the **Diplomatic missions** the visa fees from the applicants in **Euro currency** - an amount of **EUR 60**, - at the time of lodging their visa applications against a receipt issued by VFS. The collected fees should be transferred to the Bank account of the relevant **Diplomatic mission (in Euro's)** noted at the beginning of the Agreement under the instructions of the **Diplomatic mission** but not less than once a week. A copy of the receipt should be submitted to the **Diplomatic mission** together with the application forms and the supporting documents. The **Diplomatic mission** shall notify VFS for the cases of non charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.

9. Territory of operation: Visa Application Centres shall provide the services in the identified cities of Turkey and all collected applications will be submitted to the relevant **Diplomatic mission of Bulgaria in Turkey** for further processing and the reliable decision on them.

10. Liability: The relevant **Diplomatic mission** will decline any responsibility in any conflict between VFS Visa Application Centres and a visa applicant.

By this agreement VFS cannot claim any reimbursement from the Ministry or the **Diplomatic missions** for the setup of any of its offices, and or for any services provided under this contract.

VFS shall not be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement hereunder. VFS's entire liability for damages from any cause whatsoever, regardless of whether in tort or under the agreement, will not exceed the payments received by VFS under this Agreement.

11. Tenure and termination of Agreement: This Agreement shall be valid for a period of **03** years from the date of signing here of and is renewable on mutual consent. VFS shall be granted **up to 60 days time period** for the VACs in Ankara, Istanbul, Bursa and Edirne and **75 days time period** for the VACS in the other cities as per Schedule 1, counted from the signing of the contract for preparation activities. VFS might start the performance of the services under the contract at an earlier date after due notification of the relevant **Diplomatic mission**.

This Agreement can be terminated by either Party by giving 03 (three) months written notice to the other Party at the address noted at the beginning of this Agreement.

12. Modifications of the Agreement: The Ministry/Diplomatic mission can modify any point in this agreement during its validity in case it has to be adjusted to a new requirement (e.g. amended laws, introduction of biometric fingerprint capture etc). Changes have to be communicated in writing.

13. Extension of scope of services: The Ministry/**Diplomatic missions** may decide to extend the scope of services that VFS shall perform under this Agreement. The scope of such additional services shall be covered in a subsequent Addendum Agreement or this Agreement may be expanded to reflect the amendments.

14. Confidentiality: Both parties agree to keep confidential all information concerning the other's business disclosed to them, which is not in the public domain, including this agreement (subject to disclosure required by law) and no disclosure shall be made without the prior written consent of the party which provided the information. The same provisions apply to the information concerning visa applications available in the VFS database that will be consulted only for the purposes specified in this agreement.

15. Governing law and jurisdiction: This agreement shall be governed, construed and enforced in accordance with Bulgarian law. For any claims, disputes of whatsoever in nature between VFS and the **Diplomatic missions of Bulgaria in Turkey**, Bulgarian courts shall alone have jurisdiction. Place of jurisdiction is Sofia.

16. Expenses: VFS shall bear its own costs in connection with this Agreement.

17. Done in duplicate in the English language, each copy being equally authentic.

SIGNED AND DELIVERED BY THE PARTIES STATED HEREINABOVE

For

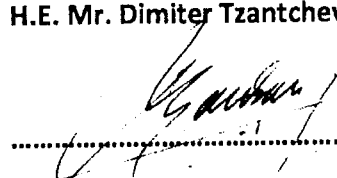
For

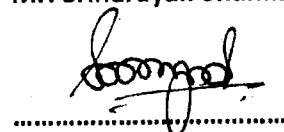
The Ministry of the Republic of Bulgaria

VF Worldwide Holdings Ltd

H.E. Mr. Dimitar Tzantchev, Deputy Minister of Foreign Affairs

Mr. Srinarayan Shankaran


.....
Dated: 12th January 2012, Sofia - BULGARIA


.....

Schedule - 1 : (List of cities covered under this contract where VACs have been established)

1. Ankara
2. Istanbul
3. Bursa
4. Edirne
5. Izmir
6. Gaziantep
7. Adana

Schedule - 2 : Visa Application XML file format

AGREEMENT

This Agreement is made at Sofia, Bulgaria on this 28th day of March 2012 by and between

The Ministry of Foreign Affairs of the Republic of Bulgaria having its current address at 2, Alexander Zhendov Str., Sofia 1040, Bulgaria, hereinafter referred to as **"The Ministry"**, represented by **H.E. Mr. Nickolay Mladenov, Minister of Foreign Affairs** and for the Consular post of the Republic of Bulgaria, in Kazakhstan -

Embassy of the Republic of Bulgaria in Astana, located at:

Address: 15, Saryarka Str., Business center «Isker», Astana, KAZAKHSTAN, Tel: 007 (7172) 901515 Fax: 007 (7172) 901819, E-mail: Embassy.Astana@mfa.bg

Herein after referred to as **"The Diplomatic mission of Bulgaria in Kazakhstan"**, of the one part

AND

VF Worldwide Holdings Ltd., a Company incorporated under the applicable laws of Mauritius having its registered office at Cross Border Trust Services Limited, Manor House, 1st floor, Cnr St. George / Chazal Streets, Port Louis, Mauritius, as an affiliate of VFS Global Pvt. Ltd. Mumbai, India, hereinafter referred to as **"VFS"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its affiliates, group companies, successors and assigns), represented by Mr. Srinarayan Sankaran, Head - Russia & CIS, Address: Marksistskaya Street, Bldg. 3, Block 7, Office 3, Moscow - 109147, Russia of the other part.

(**The Ministry / the Diplomatic mission of Bulgaria in Kazakhstan** and **VFS** are individually referred to as "Party" and collectively as "Parties")

WHEREAS

1. The Ministry is awarding VFS the contract to provide services to visa applicants across Kazakhstan, in cities explicitly mentioned in Schedule - 1 intending to apply for a visa to Bulgaria, at the Visa Application Centres in the above mentioned cities.
2. VFS is a specialist Business Process Outsourcing company set up to provide technical and administrative support services to Diplomatic Missions and Foreign Offices.
3. The Visa Application Centres shall be located in the cities, as specified in Schedule - 1 and at such other locations as may be agreed between the parties from time to time.

4. The Diplomatic missions of Bulgaria in Kazakhstan and VFS are executing this agreement under the provisions of the Memorandum of understanding (MoU) signed on 28 March 2012 in Sofia between The Ministry of Foreign Affairs of the Republic of Bulgaria and VF Worldwide Holdings Ltd. whereby VFS will operate Visa Applications Centres and shall also provide services as specified in the Scope of services defined in the said MoU.

REFERRING TO THE ABOVE MENTIONED MoU NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Visa Application Centres:

- A. The Visa Application Centres (VACs) in the cities, as specified in Schedule - 1, are service facilitation units, set up by VFS, either in existing premises or a different location depending on the availability and the requirement of space, established solely to serve the relevant diplomatic mission of Bulgaria in Kazakhstan or jointly to serve the Consular posts of more Schengen and / or EU member states. In case of co-location, VFS will take the necessary steps to seek approval by other co-locating member states;
- B. **Working hours:** Visa Application Centres will normally accept applications Mondays to Fridays or as applicable by the local law (except public holidays) during **08.30 hours to 15.30 hours**. Working hours may be extended during the peak season or in special circumstances or can be changed as instructed by the Diplomatic missions. Passports accepted during the day will be submitted to the relevant mission **the same working day in case of the VAC in Astana and twice in the week** during the lean season and **thrice in the week or on a daily basis** if necessary during the peak season in case of the VAC in Almaty at a fixed time decided by the Diplomatic mission. The days of the week for this process and the months of the year to determine lean and peak season respectively shall be agreed in consultation with the Diplomatic mission of Bulgaria in Astana. Processed applications will be collected on intimation from the Diplomatic mission and returned across the counter by the VACs during the hours **15.30 - 17.00** or at a fixed time determined by the Diplomatic mission. However, the working hours of the VACs may be regulated as per requirements in consultation with the Diplomatic mission. The VACs will be closed during the Diplomatic missions' public holidays and/or any such holiday as applicable by the local law.

2. Service Charges: VFS shall not be entitled to fees from the Diplomatic mission for any services provided under this Agreement. The Diplomatic mission permit VACs to collect service fee standardized at **EUR 21,50** per application, inclusive of all applicable taxes & VAT. The

service fee also includes courier charges for sending the bulk application load from the VACs to the Diplomatic mission and return dispatch, back at the VACs (for the applicants) - along with the visa solution, at the time of lodging their visa application. Any revision of the rate of service charge mentioned herein is subject to prior written approval by the Diplomatic mission. VACs shall not apply any charges to visa applicants other than the ones agreed upon between the Ministry/ Diplomatic mission and VFS.

3. Visa Fees: The VFS Visa Centres shall collect on behalf of the Diplomatic mission the visa fees from the applicants in **Euro currency** - an amount of **EUR 60**, at the time of lodging their visa applications against a receipt issued by VFS. The collected fees should be transferred to the Bank account of the Diplomatic mission (**in Euro currency**, at the agreed rate of exchange.) under the instructions of the last. It is agreed between the Parties that the remittance of the visa fees shall be carried out **two times in the month** during the lean season (15th & 30th of the month) and **four times in the month** (or at the end of every business week) during the peak season. A copy of the receipt should be submitted to the Diplomatic mission together with the application forms and the supporting documents of the applicants. The Diplomatic mission shall notify VFS for the cases of non-charged visas through the Checklists of the requirements for each type of visa to which this Agreement is applicable.

4. Territory of operation: All VACs shall provide the services in the identified cities of Kazakhstan and all collected applications will be submitted to the Diplomatic mission of Bulgaria in Astana for further processing and the reliable decision on them.

5. Tenure and termination of Agreement: This Agreement shall be valid for a period of **03** years from the date of signing hereof and is renewable on mutual consent. VFS shall be granted **up to 60 days' time period** for both VACs in Kazakhstan, counted from the signing of the contract **for preparation activities**. VFS might start the performance of the services under the contract at an earlier date after due notification of the Diplomatic mission.

This Agreement can be terminated by either Party by giving **03 (three) months** written notice to the other Party at the address noted at the beginning of this Agreement.

6. Modifications of the Agreement: The Ministry/Diplomatic mission can modify any point in the Agreement during its validity in case it has to be adjusted to a new requirement (e.g. amended laws, introduction of biometric fingerprint capture etc). Changes have to be communicated in writing.

7. **Extension of scope of services:** The Ministry/Diplomatic mission may decide to extend the scope of services that VFS shall perform under this Agreement. The scope of such additional services shall be covered in a subsequent Addendum Agreement or this Agreement may be expanded to reflect the amendments.

8. **Application of the MoU:** All the other provisions of the Memorandum of understanding as of 28 March 2012 shall be fully applicable to this Agreement for the collaboration of the "Parties" in Kazakhstan and the Agreement should be considered as an local/"individual agreement" as agreed between the "Parties" in Article 19 Paragraph D of the said MoU.

9. Done in duplicate in the English language, each copy being equally authentic.

SIGNED AND DELIVERED BY THE PARTIES STATED HEREINABOVE

For

The Ministry of Foreign Affairs of
the Republic of Bulgaria

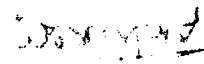
H.E. Mr. Nickolay Mladenov, Minister of Foreign Affairs

For

VF Worldwide Holdings Ltd

Mr. Srinarayan Sankaran,

Head - Russia & CIS



Dated: 28 March 2012, Sofia - BULGARIA

Schedule - 1: (List of cities covered under this contract where VACs have been established)

1. Astana
2. Almaty

Schedule - 2: Visa Application XML file format

ДОГОВОР

Сегодня, «12» апреля 2010 г., в г. Москве, Российская Федерация, между:

ООО «ВиЭф Сервисес», зарегистрированное по адресу: 109147. г. Москва, ул. Марксистская, д. 3, стр. 7, офис 7.2.1., в лице генерального директора Никитина Егора Геннадиевича, действующего на основании Устава,

С одной стороны, называемое далее для краткости Исполнителем и

Министерством иностранных дел Республики Болгария в лице Чрезвычайного и Полномочного Посла Республики Болгария в Российской Федерации Пламена Грозданова, уполномоченного Приказом № КОВ – 95 – 00 – 3/23.03.2010 год. Министра иностранных дел, с другой стороны, называемый далее для краткости Заказчиком

был заключен настоящий договор, согласно которому стороны договорились о следующем:

І. ПРЕДМЕТ ДОГОВОРА

Ст. 1. Заказчик заказывает, а Исполнитель обязуется создать и управлять, согласно техническому заданию, предоставленному Посольством Республики Болгария в г. Москве и техническому предложению Заказчика, которые являются неразрывной частью договора, вынесенными визовыми центрами на территории Российской Федерации (Москва, Санкт-Петербург, Екатеринбург, Новосибирск, Ростов-на-Дону) для принятия и обработки заявлений для выдачи виз российским гражданам и совершения дополнительных услуг, указанных в настоящем договоре.

Ст. 2. (1) При исполнении своих обязанностей по договору Исполнитель взаимодействует с соответствующими зарубежными представительствами Республики Болгария на территории Российской Федерации, а именно:

2.1. Посольство на Республики Болгария в России, г. Москва – 119590, г. Москва, ул. Мосфильмовская, д. 66.

Банковские реквизиты –

ИНН 9909056335, КПП 773860001, КОД 0000017964

Сметка в рубли № 40807810000050000070

К/с 301018107000000000187

Банк ВТБ ОАО, гр. Москва, „Погорельский пер”, д. 7, стр. 2

БИК 044525187.

2.2. Генеральное консульство Республики Болгария в г. Санкт-Петербург – 190000, г. Санкт-Петербург, ул. Рылеева, д. 27.

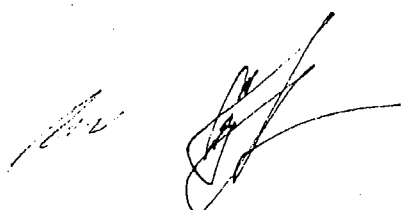
Банковские реквизиты –

ИНН 9909056945, КПП 783561001

Счет в рублях № 40807810007000001234

К/с 301018102000000000733

Филиал Банка ВТБ ОАО в г. Санкт-Петербурге



БИК 044030733

2.3. Генеральное консульство Республики Болгария в г. Екатеринбурге – 620075, г. Екатеринбург, ул. Луначарского, д. 74.

Банковские реквизиты –

Банк: Уральский банка Сбербанка России, гр. Екатеринбург

Кировское отделение № 7003 Сбербанка России

Почтовый адрес: 620041, г. Екатеринбург, ул. Шевченко, д. 12

К/с 30101810500000000674

Счет 40807810916160008909

ИНН 9909056945

КПП 667161001

БИК 046577674.

2.4. Генеральное консульство Республики Болгария в г. Новосибирске – 630099, г. Новосибирск, ул. Семьи Шамшиных, д. 30.

Банковские реквизиты –

ИНН 9909056945, КПП 540661001

Банк „ГЛОБЕКС“ Новосибирский филиал, Адрес – 630099, гр. Новосибирск, Красный проспект, д. 29

Р/с 40807810511010011451 в рублях

К8С 30101810100000000750 в Дзержинском РКЦ

БИК 045005750.

II. ПРАВА И ОБЯЗАННОСТИ

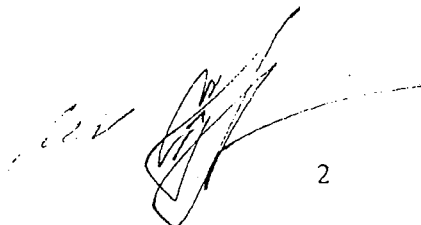
Ст. 3. (1) Исполнитель создает вынесенные визовые центры в соответствующих городах, указанных в ст. 2, согласно настоящему договору, техническому заданию Посольства Республики Болгария в г. Москве и техническому предложению Исполнителя, обязательно оказывая следующие услуги:

1. предоставляет общую информацию относительно требованиям и заявлениям на выдачу виз гражданам РФ;

2. информирует кандидатов относительно необходимых сопроводительных документов на основании списка, составленного болгарскими дипломатическими и консульскими представительствами;

3. собирает данные и заявления (включительно снимает биометрические идентификаторы, в случае и когда это возложено Посольством) и передает заявления консульской службе. Начальный момент сбора биометрических данных будет указан в письменной форме Посольством в одностороннем порядке.

4. взимает консульские сборы с заявителей, согласно Соглашению между Европейским сообществом и Российской Федерацией об упрощении выдачи виз гражданам Европейского Союза и Российской Федерации, и переводит их на банковский счет соответствующего дипломатического или консульского представительства, указанные в статье 2 настоящего Договора. Сборы, взимаемые в вынесенных визовых центрах в Ростове-на-Дону, переводятся на банковский счет Посольства Республики Болгария в Москве, указанный в ст. 2, п. 2 настоящего Договора;



5. Организует процесс прохождения собеседований кандидатов на получение визы с представителями дипломатических представительств Республики Болгария на основании требований последних;

6. получает обработанные документы (включительно уведомление об отказе в зависимости от случая) из дипломатической миссии или консульской службы и возвращает их заявителям.

(2) Исполнитель следует принципу „обслуживание в одном окошке”.

Ст. 4. Вынесенные визовые центры осуществляют прием заявлений с понедельника до пятницы (кроме праздничных дней, согласно списку, предоставленному Посольством Республики Болгария в г. Москве) с 09.00 ч. до 16.00 ч. Принятые днем паспорта должны передаваться в соответствующее заграничное представительство Республики Болгария на следующий рабочий день в 09.00. Обработанные заявления следует забрать из соответствующего заграничного представительства Республики Болгария в 09.00 и вернуть в вынесенный визовый центр с 09.30 до 16.00 (рабочее время может быть изменено путем подписания дополнительного соглашения к настоящему Договору).

Ст. 5. Исполнитель предоставляет вышеуказанные услуги в помещениях, согласованных с Заказчиком. Исполнитель не имеет права претендовать на возмещение Заказчиком его расходов на содержание помещений вынесенных визовых центров в рамках настоящего Договора.

Ст. 6. (1) Требования к организации деятельности в вынесенных визовых центрах, правила обслуживания заявителей, правила введения данных, взаимодействие с представителями болгарских заграничных представительств, требуемый уровень безопасности, обучение кадров, введение антикоррупционных мер, создание вебсайта и колл центра, а также и правила подачи заявлений напрямую в консульской службе, кроме как в настоящем Договоре, подробно описаны в Техническом задании, предоставленном Посольством Республики Болгария в г. Москве и в Техническом предложении Исполнителя, являющихся неразрывной частью настоящего договора.

(2) Для выполнения предмета настоящего договора, Исполнитель обязан предпринять подходящие антикоррупционные меры (подходящее вознаграждение сотрудников, сотрудничество при наборе сотрудников, принцип ротации и др. относящиеся к данной статье меры).

III. ОПЛАТА

Ст. 7. (1) При подаче Заявления на выдачу визы, Исполнитель действует согласно договоренному в ст. 3, п. 4 этого Договора. Исполнитель получает точные указания от Заказчика о разных видах сборов за визовое обслуживание и категорий аппlicants, отмечая взимаемый сбор на Заявлении каждого аппlicants.

(2) Исполнитель имеет право собирать на свой счет дополнительный сбор (сервисный сбор) за обработку каждого Заявления в размере 22 /двадцать два/ евро, включая НДС 18%, с применением биометрических идентификаторов заявителей. При обработке Заявлений без снятия биометрических идентификаторов, Исполнитель делает скидку и собирает дополнительные сборы в размере 19 /девятнадцать/ евро, включая НДС 18%. Сбор собирается в российских рублях по курсу, установленному Заказчиком для консульских сборов. Каждое последующее изменение регулируется дополнительным соглашением к настоящему Договору.

(3) Исполнитель должен приложить к каждому заявлению квитанцию с уникальным номером, а сумму собранных консульских сборов переводит в рублях на

банковский счет Посольства Республики Болгария в г. Москве или соответствующего Генерального консульства Республики Болгария.

(4) Исполнитель при констатированных ошибках в сумме сбора за визу, при согласовании с консульской службой предпринимает действия для их правильного взятия или возвращения.

(5) Исполнитель берет на себя все расходы и издержки, связанные с выполнением своих обязанностей по настоящему договору. Посольство Республики Болгария в г. Москве, вышеуказанные в настоящем договоре Генеральные консульства Республики Болгария на территории Российской Федерации, а также Министерство иностранных дел Республики Болгария, не выплачивают вознаграждения Исполнителю, а также не имеют обязательств по возмещению расходов.

Ст. 8. (1) Цены на дополнительные услуги, чье предоставление не является обязательным и которые представляются заявителям для удобства (ксерокс, фото, медицинская страховка, заполнение заявления, банковские услуги, доставка паспорта и др.) определяются в свободном порядке Исполнителем.

(2) Исполнитель должен получить письменное согласие от Заказчика для совершения конкретных дополнительных услуг в вынесенных визовых центрах.

IV. ЗАЩИТА ДАННЫХ

Ст. 9. Исполнитель обязуется в любое время предотвращать неразрешенное чтение, копирование, изменение или уничтожение данных.

ст. 10. (1) В соответствии с инструкциями Заказчика, Исполнитель передает данные электронным путем, зашифрованные, или на физических носителях, по надежному способу.

(2) Исполнитель передает данные в возможно кратчайшие сроки, а именно, когда данные передаются физически – не реже, чем раз в неделю, а когда зашифрованные данные передаются электронным путем – не позже, чем до конца того дня, когда они собраны.

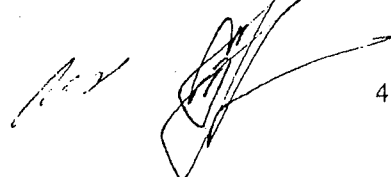
Ст. 11. Исполнитель обязуется незамедлительно уничтожать данные после их передачи и гарантировать, что единственные данные, которые могут сохраняться – это имя и информация о связи с кандидатом с целью определения собеседования, а также номер паспорта до его возвращения кандидату.

Ст. 12. Исполнитель обязуется обеспечить технические и организационные меры безопасности, необходимые для защиты личных данных от случайного или неправомерного уничтожения или случайной потери, изменения, неразрешенного раскрытия или доступа, от любых других неправомерных форм обработки личных данных. О предпринятых мерах, Исполнитель периодически информирует Заказчика, который может совершить проверку их соблюдения.

Ст. 13. (1) Исполнитель обязуется не обрабатывать данные с другими целями, кроме как с целью обработки Заявления кандидатов на получение визы в Республику Болгария.

(2) Исполнитель использует стандарты защиты данных, являющиеся эквивалентными или с более высокой степенью защиты, чем указанные в Директиве 95/46/ЕО Европейского парламента и Совета от 24 октября 1995 года о защите физических лиц применительно к обработке персональных данных и свободном передвижении персональных данных.

(3) Исполнитель обеспечивает кандидатам на получение визы требуемую информацию, согласно ст. 37 Регламента (ЕО) № 767/2008 Европейского парламента и Совета от 9 июля 2008 года о визовой информационной системе (ВИС) и обмене



данными между государствами-членами о визах для краткосрочного пребывания (Регламент ВИС).

V. КОРПОРАТИВНОЕ ПОВЕДЕНИЕ СОТРУДНИКОВ ИСПОЛНИТЕЛЯ

Ст. 14. (1) Исполнитель гарантирует, что его сотрудники получили подходящее обучение.

(2) Исполнитель гарантирует, что при исполнении своих обязанностей, его сотрудники любезно принимают кандидатов на получение визы, уважают человеческое достоинство и интегритет кандидатов, не дискриминируют лиц по половому, расовому или этническому происхождению, религии или убеждениям, увечьям, возрасту или сексуальной ориентации, соблюдают правила доверительности, которые соблюдаются также после ухода сотрудников с работы или прекращения настоящего Договора.

(3) Исполнитель обеспечивает возможность идентифицировать работающих у него сотрудников в любое время.

(4) Исполнитель обязан по соответствующим запросам Заказчика предоставлять последнему информацию о сотрудниках Исполнителя или местных партнеров, указанных в Ст. 22 настоящего Договора.

(4) Исполнитель обязуется доказать, что у его сотрудников нет судимости и они располагают необходимыми знаниями и умениями.

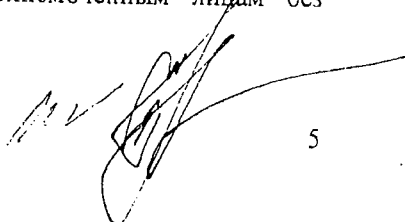
VI. КОНТРОЛЬ ЗА ИСПОЛНЕНИЕМ И ПРОВЕРКА БЕЗОПАСНОСТИ

Ст. 15. (1) Исполнитель подлежит финансовому контролю со стороны соответствующего дипломатического или консульского представительства на основании переводов сумм консульских сборов на его банковский счет. С этой целью стороны определяют, что для отчетности и урегулирования финансовых вопросов устанавливают отчетный период – месяц.

(2) Исполнитель обязуется предоставлять соответствующим Консульским службам и Посольству Республики Болгария в г. Москве, отчет о количестве принятых документов не реже 7 дней (1 недели). Для этого Исполнитель ежедневно предоставляет на указанный Заведующим „Консульской службой” электронный адрес статистическую информацию относительно: количества поданных индивидуальных заявлений и заявлений с целью „организованного туризма”, вкл. количества заявлений, поданных аккредитованными туроператорами. Исполнитель подготавливает и предоставляет по требованию статистическую информация по определенным Заведующим „КС” критериям.

Ст. 16. (1) Исполнитель подлежит проверке со стороны руководителей соответствующих консульских служб Республики Болгария в Российской Федерации путем регулярных встреч (анализирующих текущее состояние предоставления услуг и сотрудничества Исполнителя с консульской службой), вкл. и путем необъявленных инспекций (мнимые заявители или телефонные звонки, проверяющие уровень обслуживания и соблюдение требованиям болгарского законодательства, касающегося визовых процедур);

(2) Заведующий „Консульской службой” и руководитель офиса вынесенных визовых центров на местах устанавливают прямой контакт, причем для нужд внезапных проверок Исполнитель в любое время обеспечивает доступ к своим офисам Заведующему „Консульской службой” или другим уполномоченным лицам без необходимости предварительного уведомления.



Ст. 17. (1) Исполнитель обеспечивает возможность отдаленного доступа к своей системе для назначения встреч для целей совершения проверок.

(2) Исполнитель обеспечивает подходящие методы наблюдения за сотрудниками (например, пробные кандидаты, вебкамеры и др. подходящие).

(3) Исполнитель обеспечивает доступ к доказательствам соблюдения правил защите данных, включительно обязанности докладывать, внешние аудиторские проверки и проверки на местах.

(4) Исполнитель незамедлительно докладывает Заказчику о нарушениях безопасности или о жалобах заявителей, относящихся к злоупотреблению данными или неразрешенного доступа, координирует свои действия с Заказчиком для нахождения решение и своевременно дает обоснованный ответ подавшим жалобы кандидатам.

Ст. 18. Исполнитель дает право сотрудникам Посольств Республики Болгария в г. Москве и соответствующим Консульским службам на местах на прямой и дистанционный доступ в помещения, в которых Заказчик осуществляет обработку заявлений на выдачу визы, в любое время без предварительного уведомления.

VII. СОПУТСТВУЮЩИЕ УСЛУГИ КАНДИДАТАМ ЗА ДОПОЛНИТЕЛЬНУЮ ПЛАТУ

Ст. 19. (1) Вынесенные визовые центры на местах имеют право предоставлять дополнительно сопутствующие услуги кандидатам на получение виз за дополнительную плату. Такие услуги: cabina фотографирования, фотокопирование, отправление SMS/текстовых сообщений о готовности документов, реализация страховых услуг с привлечением третьих лиц, банковский терминал (банкомат), он-лайн оплата визы и т.д.

(2) Стоимость услуг по п.1 не включена в стоимость услуги по ст. 7, п.2 настоящего Договора.

Ст. 20. Исполнитель будет использовать право предоставлять кандидатам материалы, связанные с туризмом, опубликованные администрацией Республики Болгария. Эти сообщения и материалы могут быть использованы и показаны в вынесенных визовых центрах таким образом, чтобы кандидаты на получение виз имели к ним свободный доступ. Эти услуги будут предоставляться Заказчику или данному кандидату на получение визы бесплатно.

VIII. СРОК НА ДОГОВОРА

Ст. 21. Настоящий Договор вступает в силу с 19.04.2010 г. и действует в течение трех лет.

IX. МЕСТНЫЕ ПАРТНЕРЫ

Ст. 22. (1) Исполнитель предоставляет услуги Заказчику в содействии с местными партнерами в России:

- в г. Москва – ООО «Интерком»
- в г. Санкт-Петербург – ООО «НАВИГАТОР».
- в г. Екатеринбург – ООО «НАВИГАТОР»
- в г. Новосибирск – ООО «Интерком»
- в г. Ростов-на-Дону – ООО «Интерком»



(2) Исполнитель обязуется регламентировать правоотношения с указанными в п. 1 местными партнерами способом, обеспечивающим его обязанности в соответствии с настоящим Договором.

(3) Исполнитель обязуется обеспечить исполнение обязанностей по настоящему Договору своими местными партнерами, всецело соответствующее требованиям Договора (защита данных, поведение сотрудников, контроль над осуществлением деятельности, правила конфиденциальности и др.).

(4) При исполнении настоящего Договора, Исполнитель может сотрудничать и с другими местными партнерами, кроме указанных в п. 1, после изменения Договора согласно порядку, указанному в ст. 23.

(5) Исполнитель всецело несет ответственность перед Заказчиком за действия и обязанности своих местных партнеров.

Х. ИЗМЕНЕНИЕ И ПРЕКРАЩЕНИЕ ДОГОВОРА

Ст. 23. Настоящий Договор можно изменять или дополнять дополнительными соглашениями, заключенными между сторонами по Договору.

Ст. 24. Настоящий Договор можно изменять с целью гарантии, что Договор отражает лучшие практики.

Ст. 25. (1) Настоящий Договор прекращается:

1. с истечением его срока;
2. по взаимному письменному согласию сторон по Договору;
3. при неисполнении Исполнителем его обязательств, Заказчик может расторгнуть Договор, направив за месяц письменное уведомление Исполнителю на указанный в начале договора адрес;
4. при письменном уведомлении, направленном за месяц одной стороной другой стороне по Договору.

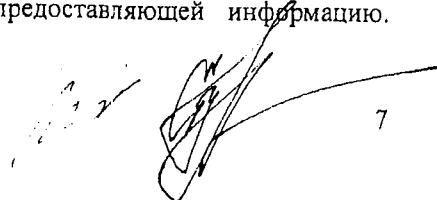
(2) При расторжении Договора по вине Исполнителя, из-за неисполнения его обязанностей, Исполнитель должен выплатить Заказчику неустойку, равную трехкратному размеру среднемесячной стоимости собранных сборов за визы за последний год. В случае, что договор будет расторгнут по вине Исполнителя до истечения одного года с момента его подписания, Исполнитель должен выплатить Заказчику неустойку, равную трехмесячной стоимости собранных сборов за визы за последние три месяца до прекращения или расторжения. В случае, что Договор расторгается по вине Исполнителя до истечения трехмесячного срока от его подписания, Исполнитель должен выплатить Заказчику неустойку, равную трехкратному размеру собранных сборов за визы за последний месяц до расторжения Договора.

(3) За нанесение большего ущерба, Заказчик может искать возмещение убытка в общем порядке.

(4) Прекращение Договора по любому основанию ст. 24, п.1 не освобождает Исполнителя от завершения обработки принятых им Заявлений на выдачу визы.

ХІ. КОНФИДЕНЦИАЛЬНОСТЬ

Ст. 26. (1) Обе стороны соглашаются сохранять в качестве конфиденциальной всю информацию о работе другой стороны, которая не является публичным достоянием, в том числе по настоящему Договору (кроме случаев, когда требуется ее раскрытие перед законом), и не будет производиться никаких раскрытий без получения предварительного письменного согласия сторон, предоставляющей информацию.



Аналогичные положения применяются к информации по отношению Заявлений на получение визы, которая имеется в базе данных Исполнителя и которая будет использована только для целей, указанных в настоящем Договоре.

(2) Исполнитель соблюдает правила конфиденциальности, действуя согласно указаниям Посольства Республики Болгария в г. Москве и обрабатывает данные единственно с целью обработки персональных данных в заявлениях на выдачу визы от имени Посольства Республики Болгария в г. Москве и соответствующих Консульских служб.

(3) Стороны соглашаются выполнить правила конфиденциальности и после прекращения Договора.

ХП. ПРИЛОЖИМЫЙ ЗАКОН И ЮРИСДИКЦИЯ

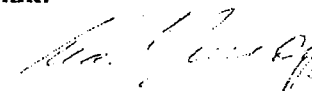
Ст. 27. Настоящий Договор подчиняется, подлежит толкованию и вступает в силу в соответствии с болгарским законодательством.

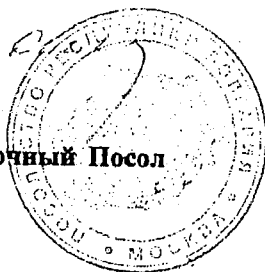
Ст. 28. Все споры, связанные с приложением настоящего Договора, решаются путем переговоров, если не будет достигнуто согласия, спор подлежит разрешению согласно болгарской судебной процедуре.

Ст. 29. Настоящий договор составлен на русском языке.

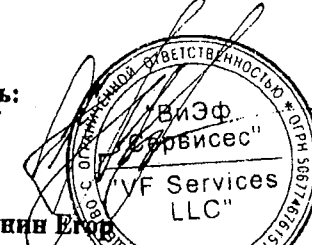
Ст. 30. Настоящий Договор составлен в трех экземплярах, имеющих равную юридическую силу, по одному экземпляру для Заказчика, Исполнителя и Министерства Иностранных дел Республики Болгария.

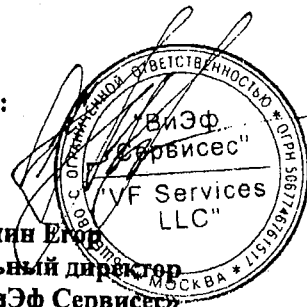
Заказчик:


**Грозданов Пламен
Чрезвычайный и Полномочный Посол
Республики Болгария в
Российской Федерации**



Исполнитель:


**Никитин Егор
Генеральный директор
ООО «ВиЭф Сервисес»**



ДОПЪЛНИТЕЛНО СПОРАЗУМЕНИЕ

Към Договор от 12.04.2010 год. за създаване и поддържане на изнесени визови центрове на територията на Руската Федерация за приемане и обработка на заявления за получаване на виза от руски граждани

Днес,2010 год., в г. Москва, Руска федерация, между:

ООО «ВиЭф Сервисес», с адрес на управление: 109147. г. Москва, ул. Марксистская, д. 3, стр. 7, офис 7.2.1., представлявано от г-н Егор Геннадиевич Никитин – генерален директор, действащ на основание Устава, от една страна, наричано по-долу за краткост Изпълнител, и

Министерството на външните работи на Република България, представлявано от извънредния и пълномощен посланник на РБ в Москва, г-н Пламен Грозданов, на основание Заповед № 95-00-303/15.11.2010 год., от друга страна, наричано по-долу за краткост Възложител,

се подписва настоящото допълнително споразумение към Договор от 12.04.2010 год. за създаване и поддържане на изнесени визови центрове на територията на Руската Федерация за приемане и обработка на заявления за получаване на виза от руски граждани, с което страните се договарят за следното:

Чл.1. (1) Изпълнителят се задължава за срока на действие на договора да приема и обработва безплатно заявления за издаване на визи от деца до 6 годишна възраст.

(2) Текстът на ал.1 влиза в сила от 29.11.2010 год.

Чл.2. Текстът на чл.1 от Договора се изменя, както следва:

«Възложителят възлага, а Изпълнителят се задължава да създаде и управлява, съгласно техническото задание, представено от посолството на Република България в Москва и техническото предложение на Изпълнителя, които се явяват част от настоящия договор, изнесени визови центрове на територията на Руската Федерация (Москва, Санкт-Петербург, Екатеринбург, Новосибирск, Ростов-на-Дон, Казан) за приемане и обработка на заявления за получаване на визи от руски граждани и извършване на допълнителни услуги, указани в настоящия договор.

Чл.3. (1) Текстът на чл.22.(1) от Договора се изменя, както следва:

**Дополнительное Соглашение № 2
к договору № Б/Н от «12» апреля 2010 г.**

г. Москва

«1» декабря 2012 г.

Общество с ограниченной ответственностью «ВиЭф Сервисес», образованное и действующее в соответствии с законодательством Российской Федерации, именуемое в дальнейшем «Исполнитель», а равно данное определение обозначает и включает его правопреемников и полномочных представителей, если это не противоречит содержанию или значению данного определения, в лице **Генерального директора Никитина Егора Геннадиевича**, действующего на основании Устава, с **ОДНОЙ СТОРОНЫ**, и

Министерство иностранных дел Республики Болгария, представленное Посольством Республики Болгария в г. Москва, именуемое в дальнейшем «Заказчик», в лице **Чрезвычайного и Полномочного Посла Республики Болгария в России Бойко Василева Коцева**, уполномоченного Приказом № 95-00-465/28.11.2012 год. Министра иностранных дел, с **ДРУГОЙ СТОРОНЫ**, далее совместно именуемые - Стороны, а по отдельности - Сторона, заключили настоящее Дополнительное соглашение о нижеследующем:

1. Дополнить Ст. 1 раздела I Договора № Б/Н от «12» апреля 2010 г., и изложить её в следующей редакции:

«Ст. 1. Заказчик заказывает, а Исполнитель обязуется создать и управлять, согласно техническому заданию, предоставленному Посольством Республики Болгария в г. Москве и техническому предложению Заказчика, которые являются неотъемлемой частью Договора, вынесенными визовыми центрами на территории Российской Федерации (в городах Москва, Санкт-Петербург, Екатеринбург, Новосибирск, Ростов-на-Дону, Казань, Самара, Краснодар, Калининград, Красноярск, Уфа, Нижний Новгород, Владивосток, Сочи, Хабаровск, Иркутск) для принятия заявлений для выдачи виз российским гражданам и совершения дополнительных услуг, указанных в настоящем Договоре. Даты открытия новых вынесенных визовых центров будут согласованы Сторонами в деловой переписке, которая будет являться неотъемлемой частью настоящего Договора.

При этом Стороны определили, что все заявки на получение визы, полученные Исполнителем в городах Екатеринбург, Новосибирск, Ростов-на-Дону, Казань, Самара, Краснодар, Калининград, Красноярск, Уфа, Нижний Новгород, Владивосток, Сочи, Хабаровск, Иркутск, будут направляться для обработки в г. Москва».

2. Внести изменения в Ст. 22 (1) раздела IX Договора № Б/Н от «12» апреля 2010 г., и изложить её в следующей редакции:

«Ст. 22. (1) Исполнитель предоставляет услуги Заказчику в содействии с местными партнерами в России:

- Москва – ООО «Интерком»
- Санкт-Петербург – ООО «Интерштамп»
- Екатеринбург – ООО «НАВИГАТОР»
- Новосибирск – ООО «Интерком»
- Ростов-на-Дону – ООО «Интерком»
- Казань – ООО «Интерком»
- Самара – ООО «Интерком»
- Краснодар – ООО «Интерком»
- Калининград – ООО «Интерком»
- Красноярск – ООО «Интерком»
- Уфа – ООО «Интерком»
- Нижний Новгород – ООО «Интерком»
- Владивосток – ООО «Интерком»
- Сочи – ООО «Интерком»
- Хабаровск – ООО «Интерком»
- Иркутск – ООО «Интерком»

3. Стороны договорились удалить из Договора № Б/Н от «12» апреля 2010 г. статьи 2.3 и 2.4.

4. Стороны договорились внести изменения в статью 2.2. Договора № Б/Н от «12» апреля 2010 г. и изложить ее в следующей редакции:



«2.2. Генеральное консульство Республики Болгария в г. Санкт-Петербург – 190000, г. Санкт-Петербург, ул. Рылеева, д. 27.

ИНН 9909056945, КОД 783561001

Банковские реквизиты:

JSC VTB BANK (OPERU BRANCH)

К/с: 30101810200000000704

29, BOLSHAYA MORSKAYA UL., ST. PETERSBURG, 190000

SWIFT CODE: VTBRRUM2NWR

БИК: 044030704

Р/с в рублях № 40807810339040000015»

5. Остальные условия Договора № Б/Н от «12» апреля 2010 г. дополнению и изменению не подлежат.

6. Настоящее дополнительное соглашение вступает в силу с момента его подписания.

7. Настоящее Дополнительное соглашение составлено в двух экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой из Сторон.

РЕКВИЗИТЫ СТОРОН

Сторона 1:

ООО «ВиЭф Сервисес»

ИНН /КПП 7723585629 / 770901001

Юридический адрес: 109147, г. Москва, ул. Таганская, д. 17-23.

Расчетный счет № 40702810300011565018 в рублях в

ЗАО «ЮниКредит Банк»,

к/счет №30101810300000000545, БИК.044525545

Сторона 2:

Министерство иностранных дел
Республики Болгария, представленное
Посольством Республики Болгария в г.
Москва

г. Москва, ул. Мосфильмовская, д. 66

ПОДПИСИ СТОРОН

Сторона 1:

М.П.

Никитин Е.Г.

Сторона 2:



Илко Коцев

Дополнительное Соглашение № 3
к договору № Б/Н от «12» апреля 2010 г.

г. Москва

«18» апреля 2013 г.

Общество с ограниченной ответственностью «ВиЭф Сервисес», образованное и действующее в соответствии с законодательством Российской Федерации, именуемое в дальнейшем «Исполнитель», а равно данное определение обозначает и включает его правопреемников и полномочных представителей, если это не противоречит содержанию или значению данного определения, в лице Генерального директора Никитина Егора Геннадиевича, действующего на основании Устава, с **ОДНОЙ СТОРОНЫ**, и

Министерство иностранных дел Республики Болгария, представленное Посольством Республики Болгария в г. Москва, именуемое в дальнейшем «Заказчик», в лице Чрезвычайного и Полномочного Посла Республики Болгария в России Господина Бойко Коцева, с **ДРУГОЙ СТОРОНЫ**, далее совместно именуемые - Стороны, а по отдельности -- Сторона, заключили настоящее Дополнительное соглашение о нижеследующем:

1. Образуется новая статья 21а со следующим содержанием: «Срок настоящего Договора продлевается по взаимному согласию сторон, считая с 19.04.2013 года на новый трехгодовой период.»

2. Остальные условия Договора № Б/Н от «12» апреля 2010 г. дополнению и изменению не подлежат.

3. Настоящее дополнительное соглашение вступает в силу с момента его подписания.

4. Настоящее Дополнительное соглашение составлено в двух экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой из Сторон, и вступает в законную силу для Сторон с «18» апреля 2013 года.

РЕКВИЗИТЫ СТОРОН

Сторона 1:

ООО «ВиЭф Сервисес»
ИНН /КПП 7723585629 / 770901001
Юридический адрес: 109147, г. Москва, ул.
Таганская, д. 17-23.
Расчетный счет № 40702810300011565018 в рублях в
ЗАО «ЮниКредит Банк»,
к/счет №30101810300000000545, БИК 044525545

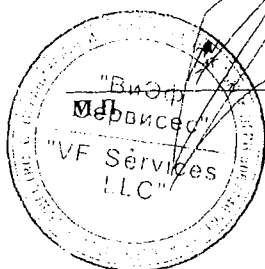
Сторона 2:

Министерство иностранных дел
Республики Болгария, представленное
Посольством Республики Болгария в г.
Москва

г. Москва, ул. Мосфильмовская, д. 66

ПОДПИСИ СТОРОН

Сторона 1:



Никитин Е.Г.

Сторона 2:



Бойко Коцев

НАРОДНО СЪБРАНИЕ		
Вх. No	354 - 06 - 7	
Дата	23 / 05	2013 г.

03

12

**ЧРЕЗ
Г-Н МИХАИЛ МИКОВ
ПРЕДСЕДАТЕЛ
НА 42-ОТО НАРОДНО СЪБРАНИЕ**

**ДО
Г-Н НИКОЛАЙ ПЕТРОВ
МИНИСТЪР НА ЗДРАВЕОПАЗВАНЕТО**

В Ъ П Р О С

От Иван Ибришимов – народен представител от ПГКБ

Съгласно чл. 90, ал.1 от Конституцията на Република България и чл. 82 от ПОДНС внасяме въпрос

ОТНОСНО: Оперативна програма „Регионално развитие“

УВАЖАЕМИ ГОСПОДИН МИНИСТЪР,

- Във връзка с реформата в болничната помощ моля, да ми отговорите на следните въпроси:
- Какво е полученото финансиране по Оперативна програма „Регионално развитие“?
- В какъв размер са възложените поръчки?
- Какъв е реализирания остатък?
- За какво и в какъв размер са планираните средства за здравеопазване за финансиране с европейски средства за периода 2014-2020 и по коя оперативна програма?

Моля, отговорът на моя въпрос да бъде в писмен вид.

Иван Ибришимов

народен представител



РЕПУБЛИКА БЪЛГАРИЯ
МИНИСТЕРСТВО НА ЗДРАВЕОПАЗВАНЕТО

Пл. "Св. Неделя № 5, София 1000
тел.: (+359 2) 9301 152
факс: (+359 2) 981 1833

igospodinov@mh.government.bg
www.mh.government.bg

Рег. № 02-01-29/28-05-195

НАРОДНО СЪБРАНИЕ	
Вх. №	354-06-7
Дата	28 05 3

ЧРЕЗ

Г-Н МИХАИЛ МИХОВ

ПРЕДСЕДАТЕЛ НА

42-ТО НАРОДНО СЪБРАНИЕ

ДО

Г-Н ИВАН ИБРИШИМОВ

НАРОДЕН ПРЕДСТАВИТЕЛ В

42-ТО НАРОДНО СЪБРАНИЕ

На Ваш № 354-06-7 / 23.05.2013 г.

15.54

[Signature]

ОТГОВОР НА ВЪПРОС

Относно: *Оперативна програма „Регионално развитие“*

УВАЖАЕМИ ГОСПОДИН ПРЕДСЕДАТЕЛ,

УВАЖАЕМИ ГОСПОДИН ИБРИШИМОВ,

В отговор на поставените от Вас въпроси с писмо № 354-06-7 / 23.05.2013 г., относно реформата в болничната помощ, Ви информирам следното:

1. Какво е полученото финансиране по Оперативна програма „Регионално развитие 2007 – 2013“?

Отговор: През месец март 2011 г. бе подписано Рамково споразумение с конкретния бенефициент - Министерство на здравеопазването, за финансиране на Средносрочна рамкова инвестиционна програма (СРИП) по схема BG161P0001/1.1-08/2010 „Подкрепа за реконструкция, обновяване и оборудване на държавни лечебни и здравни заведения в градските агломерации" в рамките на общ финансов план, който възлиза на 147 978 554 лв. безвъзмездна финансова помощ. СРИП включва тринадесет проекта на лечебни заведения за болнична помощ, насочени към модернизация на апаратурата за лъчелечение и образна диагностика, както и извършване на необходимите Строително-

монтажни работи (СМР) и строително-ремонтни работи (СРР), свързани с оборудването. В допълнение се изпълнява и четиринадесети проект, насочен към реструктуриране на 8 Дома за медико-социални грижи за деца (ДМСГД) на територията на цялата страна, с основна цел подпомагане на процеса на деинституционализация в България.

2. В какъв размер са възложените поръчки?

Отговор: В резултат от проведените обществени поръчки са сключени договори на стойност 111 772 943,89 лв. с ДДС. Предстои обявяването на обществени поръчки на обща стойност 3 803 267,40 лв. с ДДС. Разликата в размер на 32 402 342,72 лв. до 147 978 554 лв. са спестени средства от проведените обществени поръчки.

3. Какъв е реализираният остатък?

Отговор: След успешното провеждане на обществените поръчки бяха спестени средства в размер на 32 402 342,72 лв. Тези средства бяха преразпределени за финансирането на три нови лечебни заведения, включени като резерви в Концепцията за реструктуриране на болничната помощ и за закупуване на допълнително оборудване също, в съответствие с Концепцията за УМБАЛ „Св. Марина ЕАД“, гр. Варна, УМБАЛ д-р Георги Странски ЕАД, гр. Плевен и УМБАЛ „Св. Георги“ ЕАД, гр. Пловдив.

4. За какво и в какъв размер са планираните средства за здравеопазване за финансиране с европейски средства за периода 2014-2020 г. и по коя оперативна програма?

Отговор: През новия програмен период 2014 – 2020 г. се предвижда възможност за финансиране на здравеопазването в България с европейски средства по Оперативна програма „Региони в растеж“, Оперативна програма „Развитие на човешките ресурси“, Оперативна програма „Европейски териториално сътрудничество“ и Оперативна програма „Иновации и Конкурентоспособност“. Посочените оперативни програми все още са в процес на подготовка, поради което не може да се посочи точният размер на средствата, които ще бъдат на разположение за финансиране на здравеопазването.

С уважение,

ПРОФ. Д-Р НИКОЛАЙ ПЕТРОВ
Министър на здравеопазването



НАРОДНО СЪБРАНИЕ		
Вх. №	354-06-13	
Дата	31	05 2013 г.

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ИИ

ЧРЕЗ
Г-Н МИХАИЛ МИКОВ
ПРЕДСЕДАТЕЛ
НА 42-ОТО НАРОДНО СЪБРАНИЕ

ДО
Г-ЖА ДЕСИСЛАВА ТЕРЗИЕВА
МИНИСТЪР НА РЕГИОНАЛНОТО
РАЗВИТИЕ

В Ъ П Р О С

От ИВАН ИБРИШИМОВ –
народен представител от ПГКБ

Съгласно чл. 90, ал.1 от Конституцията на Република България и чл.82 от ПОДНС внасям въпрос

ОТНОСНО: Оперативна програма „Регионално развитие“

Уважаема госпожо Министър,

Във връзка с финансиране на реформата в болничната помощ по Оперативна програма „Регионално развитие“ моля да ми отговорите на следните въпроси:

- Какво е договореното финансиране по трите схеми за финансиране на реформата в болничната помощ?
- Какви са недоговорените средства?
- Какви са необходимите средства за финансиране на всички болници, включени в Концепцията за реструктуриране на болничната помощ и осигурени ли са те?
- Какви са планираните средства за здравеопазване по линия на ОПРР за периода 2014-2020 г.?

Моля, отговорът на моя въпрос да бъде в писмен вид.

ИВАН ИБРИШИМОВ
народен представител





Изх. № 02-02-40/04.06.13г.

НАРОДНО СЪБРАНИЕ	
Вх. №	354-06-13
Дата	04 / 06 2013 г.

ЧРЕЗ

Г-Н МИХАИЛ МИКОВ

ПРЕДСЕДАТЕЛ НА 42-РО НАРОДНО
СЪБРАНИЕ

1015
Делу

ДО

Г-Н ИВАН ИБРИШИМОВ

НАРОДЕН ПРЕДСТАВИТЕЛ

На Ваш № 354-06-13/31.05.2013 г.

Относно: Финансиране на реформата в болничната помощ по Оперативна програма „Регионално развитие“ 2007-2013 г.

УВАЖАЕМИ ГОСПОДИН ИБРИШИМОВ,

Във връзка с получено Ваше запитване с наш Вх. № 02-02-40/31.05.2013 г. относно финансиране на реформата в болничната помощ по Оперативна програма „Регионално развитие“ 2007-2013 г. (ОПРР), Ви представям изисканата информация, както следва:

➤ **Какво е договореното финансиране по трите схеми за финансиране на реформата в болничната помощ?**

Към 27.05.2013 г. общата стойност на безвъзмездната финансова помощ, предоставена за финансиране на реформата в болничната помощ, е в размер на **266,5 млн. лв.**, разпределени по схеми, както следва:

– BG161PO001/1.1-08/2010 „Подкрепа за реконструкция, обновяване и оборудване на държавни лечебни и здравни заведения в градските агломерации“ – **133,3 млн. лв.** за следните обекти:

1. Клиника по лъчелечение на СБАЛ по Онкология - гр. София
2. УМБАЛ "Д-р Георги Странски" - гр. Плевен

3. МОБАЛ "Д-р Стефан Черкезов" - гр. Велико Търново
 4. МБАЛ "д-р Стамен Илиев" - гр. Монтана
 5. УМБАЛ "Свети Георги"- гр. Пловдив
 6. МБАЛ Русе
 7. МБАЛ - гр. Благоевград
 8. МБАЛ "д-р Атанас Дафовски" - гр. Кърджали
 9. Онкологичен и лъчетерапевтичен център "Света Марина" - гр. Варна
 10. МБАЛ "Д-р Братан Шукеров" - гр. Смолян
 11. МБАЛ "Д-р Иван Селимински" - гр. Сливен
 12. УМБАЛ "Александровска" - гр. София
 13. МБАЛ Бургас - гр. Бургас.
 14. Преструктуриране на домовете за медико-социални грижи за деца от 0-3 г. (в общините Монтана, Пазарджик, Перник, Пловдив, „Света Параскева” - София, Търговище, Габрово, и Русе).
- BG161PO001/1.1-11/2011 „Подкрепа за реконструкция/ обновяване и оборудване на общински лечебни заведения в градските агломерации“ – **94,7 млн. лв.** за следните проекти:
1. "Комплексен онкологичен център - Стара Загора "
 2. "Изграждане на модерен лъчетерапевтичен комплекс в "Комплексен онкологичен център - Пловдив" ЕООД "
 3. "Ремонт и оборудване СБАЛО "Свети Мина" - Благоевград"
 4. "Изграждане на лъчетерапевтичен комплекс към Специализирана болница за активно лечение по онкология - Хасково" ЕООД - гр. Хасково"
 5. "Създаване на високотехнологичен лъчетерапевтичен център в гр. Шумен"
 6. "Реконструкция и оборудване на Комплексен онкологичен център - Бургас"
 7. "Изграждане и оборудване на Лъчелечебен център в Комплексен онкологичен център ЕООД гр. Враца"
 8. "Обновяване и оборудване на Комплексен онкологичен център - Русе"
 9. "Специализирана болница за активно лечение на онкологични заболявания" ЕООД гр. София
 10. "Реконструкция, обновяване и оборудване на МБАЛ "Д-р Димитър Павлович" гр. Свищов"
 11. "Технологично обновление на МБАЛ "Св. Николай Чудотворец" - гр. Лом
 12. "Подобряване на ранната диагностика, качеството и достъпа до лечение в Община Карлово чрез модернизация на МБАЛ "Д-р Киро Попов - Карлово" ЕООД"

13. "Преустройство, ремонт и инсталации на част от сградата на МБАЛ-Балчик за оборудване със специализирана апаратура"
 14. "Ремонт, обновяване и оборудване на "МБАЛ Велинград"
 15. "Преустройство и преоборудване на помещения в МБАЛ "Иван Скендеров", гр. Гоце Делчев"
 16. "Реконструкция/обновяване и оборудване на МБАЛ "д-р Христо Стамболски" ЕООД гр. Казанлък"
 17. "Обновяване и ремонтни дейности на отделения в МБАЛ-Самоков"
 18. "Обновяване и оборудване на МБАЛ "Свети Врач", Сандански
 19. "Реконструкция и обновяване на здравната инфраструктура на Комплексен онкологичен център - Велико Търново"
- BG161PO001/4.1-05/2011 „Подкрепа за реконструкция/ обновяване и оборудване на общински лечебни заведения в общини, извън градските агломерационни ареали” – **38,4 млн. лв.** за следните проекти:
1. „Преоборудване с медицинска апаратура, ремонт и мерки по енергийна ефективност за МБАЛ "Ю.Вревская" ЕООД Бяла“
 2. "Реконструкция/възстановяване и оборудване на "МБАЛ Омуртаг" ЕАД - гр.Омуртаг"
 3. „Обновяване и оборудване на "МБАЛ "Проф. д-р Ал. Герчев" Етрополе ЕООД" - гр. Етрополе“
 4. "Реконструкция, обновяване и оборудване на "МБАЛ-Свиленград" ЕООД
 5. „Преустройство и оборудване на "МБАЛ - Тетевен - д-р Ангел Пешев" ЕООД
 6. „Подкрепа за повишаване на диагностично - лечебния капацитет и подобряване възможностите за долекуване и продължително лечение в "МБАЛ - Разлог" ЕООД
 7. „Преустройство и модернизирание на МБАЛ-Тутракан с предоставяне на възможност за долекуване“
 8. „Обновяване и оборудване на Медицински център- Генерал Тошево“
 9. „Преструктуриране на МБАЛ-гр.Тервел в Медицински център“
 10. Реконструкция, обновяване и оборудване в подкрепа на създаване на медицински център в Община Котел
 11. „Подобряване на здравното обслужване в община Годеч чрез изграждане на модерен здравен център“
 12. „Реконструкция, обновяване и оборудване на отделение в СБДПЛ-ЕООД Малко Търново с цел преструктуриране в Медицински център“

13. „Реконструкция, обновяване и оборудване в МБАЛ "Проф. д-р Асен Шопов" ЕООД, гр. Златоград“

14. „Преустройство и оборудване на Многопрофилна болница за активно лечение - гр. Луковит“

➤ **Какви са недоговорените средства?**

Към момента по горепосочените схеми за предоставяне на безвъзмездна финансова помощ в процес на договаряне е сума в размер на 20,8 млн.лв., разпределена, както следва:

- BG161PO001/1.1-08/2010 „Подкрепа за реконструкция, обновяване и оборудване на държавни лечебни и здравни заведения в градските агломерации“ – **14,6 млн.лв.** В процес на оценка по схемата са три проектни предложения за лечебните заведения МБАЛ Проф. д-р Стоян Киркович АД гр. Стара Загора, МБАЛ „Габрово АД“ и УМБАЛ "Царица Йоанна-ИСУЛ" ЕАД. С одобрението на тези проекти ще бъде изчерпан наличният свободен ресурс по схемата.
- BG161PO001/1.1-11/2011 „Подкрепа за реконструкция/ обновяване и оборудване на общински лечебни заведения в градските агломерации“ – **3,9 млн.лв.** В рамките на схемата до 30 юни 2013 г. се очаква да бъдат подадени още две проектни предложения на общините Варна и Троян. По този начин ще бъде изчерпан наличният свободен ресурс.
- BG161PO001/4.1-05/2011 „Подкрепа за реконструкция/ обновяване и оборудване на общински лечебни заведения в общини, извън градските агломерационни ареали“ – **2,3 млн.лв.** С писмо изх.№99-00-6-4205/22.04.13 информирахме министерство на здравеопазването за наличието на свободен ресурс по схемата и възможността да бъде поканена първата резервна община по компонент 1 „Болници за активно лечение с възможност да предлагат услуги за долекуване“- община Исперих. Към настоящия момент очакваме официално становище от министерство на здравеопазването.

➤ **Какви са необходимите средства за финансиране на всички болници, включени в Концепцията за реструктуриране на системата на болничната помощ и осигурени ли са те?**

Концепцията за реструктуриране на болничната помощ за периода 2010-2017 г. е основният документ за разходване на средствата от ЕС в сферата на здравеопазването. Документът изразява волята на Правителството на Република България за реструктуриране на болничната помощ с цел осигуряване на достъп на населението до качествена медицинска помощ и определя следните приоритети за подкрепа:

Приоритет 1: Подобряване на ранната диагностика, качеството и достъпа до онкологично лечение

Приоритет 2: Подобряване възможностите за долекуване и продължително лечение на населението

Приоритет 3: Осигуряване на устойчиво финансиране на здравната система и ефективно използване на средствата

ОПРР подкрепя комплексната реформа в болничната сфера у нас в съответствие с Националната здравна стратегия 2008-2013 г. и Концепцията за реструктуриране на системата за болнична помощ на РБългария за периода 2010-2017 г. По програмата за период 2007-2013 са предвидени 288 млн.лв. за подкрепа за обновяване и модернизация на лечебни и здравни заведения, както следва:

- 148 млн. лв. за обновяване на държавни лечебни заведения и
- 140 млн. лв. за обновяване на общински лечебни заведения – 100 млн.лв. за болници в градските агломерации и 40 млн.лв. извън градските агломерации.

➤ **Какви са планираните средства за здравеопазване по линия на ОПРР за периода 2014-2020 г.?**

По отношение на определянето на финансовият ресурс по ОПРР, вкл. за приоритетна ос 3 „Регионална здравна инфраструктура“, първо предстои окончателното приемане на Многогодишната финансова рамка за периода 2014-2020 и впоследствие разпределение по Фондове на национално ниво. Имайки предвид това, към момента индикативното финансово разпределение по Програмата е определено единствено в процентно съотношение между приоритетните оси и инвестиционните приоритети в рамките на Приоритетна ос 1 „Устойчиво и интегрирано градско развитие“. В тази връзка, идентифицираният индикативен финансов ресурс за изпълнение на дейности в сферата на здравната инфраструктура по ОПРР, възлиза на 4% от общия бюджет на Програмата.

Предвижда се конкретни бенефициенти по посочената ос да бъдат Министерство на здравеопазването (МЗ) за регионална здравна инфраструктура и МЗ, в партньорство с общините за общинска здравна инфраструктура.

Одобрението и реализирането на тази приоритетна ос зависи от изпълнението на предварително условие: *Наличие на национална или регионална стратегическа рамка на политиката за здравеопазване в предвидените от член 168 от ДФЕС граници, която осигурява икономическа устойчивост.* Неизпълнението би поставило под риск финансирането на здравна инфраструктура в рамките на ОПРР 2014-2020 г.

Здравната инфраструктура за подкрепа ще бъде определена чрез Националната здравна стратегия и план за действие и Генералния план за болниците, които предстои

да бъдат изготвени от Министерство на здравеопазването с помощта на Световна банка. Очакваме документите да бъдат готови най-късно до края на 2013 г. Приемането на здравната стратегия ще замени Концепцията за реструктуриране на системата за болнична помощ на Р България и очертае политиката за развитие и реформа в сферата на здравеопазването.

МИНИСТЪР:

ДЕСИСЛАВА ТЕРЗИЕВА

