

AGREEMENT
FOR THE PROVISION OF SERVICES
to
EXERGIA- S.A.
Energy and Environment Consultants
In the Framework of the Contract for Consultant Services
“Policy Development for transposition of the EE Directive 2012/27/EU”

This Agreement is made on **20/5/2016** between:

EXERGIA S.A.

Omirou and 1 Vissarionos Str., 106 72 Athens, GREECE

(Hereinafter called "EXERGIA")

represented by the **George Georgocostas**, (hereinafter called "Team Leader")

and

“CENTRUL DE EFICIENTA ENERGETICA” S.R.L.

Tax code 1015600001961, with address: 27 Sfatul Tarii str., office 47, MD-2012, mun. Chisinau, Republic of Moldova, represented by the Administrator **Grigore Retis** (hereinafter called the "SERVICE PROVIDER")

Whereas EXERGIA has requested the SERVICE PROVIDER to provide to the Project the certain Services.

EXERGIA and the SERVICE PROVIDER, hereinafter jointly called the PARTIES, or each referred to as PARTY, agree as follows:

1. GENERAL PROVISIONS

This Agreement shall come into force immediately after it has been signed from both Parties.

The General Conditions governing this Agreement are attached in ANNEX 1 that constitutes integral part of this Agreement.

The location of the Services of the SERVICE PROVIDER will be Athens , Greece.

The period of execution of this Agreement or duration of the assignment is defined in ANNEX 2 of this Agreement.

This Agreement may be modified only by agreement in writing signed by both EXERGIA and the SERVICE PROVIDER. The duration of the Agreement, at no additional cost for EXERGIA, may be extended by written notice from the Team Leader and confirmation by the SERVICE PROVIDER.

2. SERVICES AND DELIVERABLES OF THE SERVICE PROVIDER

The Services to be provided by the SERVICE PROVIDER, the respective Services/Deliverables and the plan for submission of the Services/Deliverables are specified in ANNEX 2 that constitutes integral part of this Agreement.

The SERVICE PROVIDER shall be fully responsible for executing the tasks that are described in ANNEX 2 of this Agreement.

All Deliverables must be in the language specified in ANNEX 2 of this Agreement.

All Deliverables of the SERVICE PROVIDER shall be submitted to the Team Leader in electronic format and in line with the template that will be provided by the Team Leader.

Upon successful delivery of the services the SERVICE PROVIDER will present an Act of Hand-Over services to the Team Leader, after signing by both PARTIES the deliverables are considered accepted.

The contents/format of the Deliverables of the SERVICE PROVIDER will be defined by the Team Leader.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The SERVICE PROVIDER shall carry out the Services assigned to it upon the terms and conditions set out in this Agreement and in accordance with the ToR of the Project and the Inception Report that will be submitted to the SERVICE PROVIDER by the Team Leader via e-mail.

The SERVICE PROVIDER shall exercise reasonable skill, care and diligence in the performance of the Services.

The SERVICE PROVIDER shall carry out the Services so that he/she will not knowingly commit any act or knowingly allow any omission in relation thereto which would constitute, cause or contribute to any breach by EXERGIA of any of its responsibilities, obligations or liabilities towards the Client.

In performing his/her Services, the SERVICE PROVIDER shall co-ordinate and communicate for this project, as required, with the Team Leader.

The SERVICE PROVIDER, for the duration of this Agreement, will keep a register of the activities performed.

The SERVICE PROVIDER shall not, during the performance of his/her Services or at any time after the expiry or termination of this Agreement, disclose to any person or otherwise make use of any confidential information which it has obtained or may in the course of this Agreement relating to EXERGIA, the Client, or any other project stakeholder he/she has received information from.

4. OBLIGATIONS OF EXERGIA

EXERGIA shall at all times without charge and in a timely manner furnish to the SERVICE PROVIDER such information, data and the financial resources as is relevant and necessary for the performance of the SERVICE PROVIDER in accordance with this Agreement.

EXERGIA shall at all times co-operate with the SERVICE PROVIDER in order to facilitate the satisfactory performance of his/her Services under this Agreement.

EXERGIA shall exercise reasonable skill, care and diligence in the performance of its obligations to the SERVICE PROVIDER under this Agreement, as well as in the performance of its obligations to the Client under the Main Contract related to and complementing the obligations of EXERGIA under this Agreement that are not part of the obligations of the SERVICE PROVIDER under this Agreement but necessary to deliver the final Deliverables to the Client.

5. PAYMENT - FINANCIAL ARRANGEMENTS

In return for the Services to be provided by the SERVICE PROVIDER under this Agreement, EXERGIA will pay the SERVICE PROVIDER the total amount of 10800,00 Euro (ten thousand eight hundred Euro, 00 cents).

For his/her payment, the SERVICE PROVIDER will issue invoices addressed to:

EXERGIA S.A.

Energy and Environment Consultants

Omiron and 1 Vissarionos Str., 106 72 Athens, GREECE

VAT No EL 094327856

The method of payment shall be quoted in the invoice in Euro through the bank transfer from the EXERGIA project office to the bank account indicated in the invoice.

The payment shall be made out as follows:

1. Advance payment 3780,00 Euro (Three thousand seven hundred eighty Euro, 00 cents) by 31 July 2016
2. Interim payment 3780,00 Euro (Three thousand seven hundred eighty Euro, 00 cents) by the 30 September 2016
3. Final payment 3240,00 Euro (Three thousand two hundred forty Euro, 00 cents) by the end of the project.

The SERVICE PROVIDER undertakes to pay any bank fees charged by his/her own bank for the above payments through bank transfers done by EXERGIA.

EXERGIA undertakes to pay any bank fees charged by its own bank for the above bank transfers for payments of the SERVICE PROVIDER.

6. MISCELLANEOUS PROVISIONS

In the event that the Client will terminate the Main Contract with EXERGIA for whatever purpose, the SERVICE PROVIDER's engagement is automatically terminated. In this event the SERVICE PROVIDER will receive remuneration for the work performed up to the date of the termination of the Main Contract.

Each PARTY undertakes the obligation to notify immediately the other PARTY of any changes in its registration, which may have an impact on the execution of this Agreement.

7. GOVERNING LAW AND ARBITRATION

This Agreement will be governed by Greek Law.

The PARTIES to this Agreement will make every effort to settle any dispute or difference, which may arise concerning the interpretation on the execution of this Agreement. In the event of this being proven impossible, the two PARTIES agree to submit to the jurisdiction of the competent Greek Arbitration Courts, according to the rules and procedures defined by Greek Law. The verdict of the arbitrator is definitive and immediately executable.

This Agreement is signed in 2 copies, each of the parties receiving one.

For EXERGIA S.A. :

George Georgocostas

General Director / Team Leader


EXERGIA S.A.
ENERGY AND ENVIRONMENT CONSULTANTS
Omireu Str. & Vissarionos 1
106 72 Athens, Greece
Tel. +30 210 6996185 - Fax: +30 210 6996186
V.A.T.: EL 094327856

ANNEX1: General Conditions

ANNEX 2: Terms of Reference of the Assignment

For "CENTRUL DE EFICIENTA
ENERGETICA" S.R.L.

27 Sfatul Tarii str., office 47, MD-2012, mun.
Chisinau, Republic of Moldova.

Bank account MD94VI022242900000066MDL;

MD09VI022242900000037EUR

Bank Victoriabank, Filiala nr.29 Chisinau

Bank code: VICBMD2 X490

Tax code: 1015600001961

Retis Grigore
Administrator



ANNEX 1: GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

to

EXERGIA- S.A.

Energy and Environment Consultants

**In the Framework of the Contract for Consultant Services
“Policy Development for transposition of the EE Directive 2012/27/EU”**

1. Minimum Standards of Professional Conduct

The SERVICE PROVIDER shall respect completely at all times during his/her engagement in the Project, and after its termination, the rules and obligations under the Project “Policy Development for transposition of the EE Directive 2012/27/EU” which is implemented by EXERGIA S.A.

These rules and obligations are included in the Terms of Reference of the Project and any other document (approved Management Reports of the Project, recommendations of the Steering Committee, etc.) that will be provided by e-mail by the Team Leader to the SERVICE PROVIDER, as well as the instructions issued in writing by the Team Leader to manage the whole or part of the SERVICE PROVIDERS’ work under this Agreement.

For the day-to-day work, the SERVICE PROVIDER will follow the instructions given orally by the Team Leader.

The SERVICE PROVIDER shall exercise reasonable skill, care and diligence in the performance of his/her Services.

The SERVICE PROVIDER shall carry out the Services so that it will not knowingly commit any act or knowingly allow any omission in relation thereto which would constitute, cause or contribute to any breach by EXERGIA of any of its responsibilities, obligations or liabilities under the Contract.

The SERVICE PROVIDER shall keep the Team Leader fully and promptly informed of all progress, events and matters affecting or relating to its responsibilities under this Agreement and shall give all information he/she considers relevant to the interest of EXERGIA and/or requested by EXERGIA in a timely manner to support successful performance of the Project.

In recognition of the importance of teamwork, the SERVICE PROVIDER shall act and promote the team spirit and contribute to a team approach, which is of particular importance to the smooth operation of the Project.

The SERVICE PROVIDER will not give advice to any other party in relation to substantive issues about which the Team Leader is not informed. The SERVICE PROVIDER will report properly and completely to the Team Leader or to the SERVICE PROVIDER Responsible.

In terms of the Project as a whole, the SERVICE PROVIDER agrees to contribute fully to the successful execution of the Project, to act always in such a way as to maintain and develop the

good professional reputation of the EXERGIA S.A. The SERVICE PROVIDER shall advise always the Team Leader of any potential conflict of interest, which comes to his/her attention.

The SERVICE PROVIDER have to adhere fully always to the administrative requirements of the project and, accordingly, not to enter into any form of business relationship or agreement with any organization other than the EXERGIA for the purpose or in connection with this Project, until the completion of the Project.

2. Confidentiality

The SERVICE PROVIDER will not pass on information or discuss internal issues of the project with third parties, including other Project Experts and staff unauthorized to receive such information, without the prior knowledge and approval of the Team Leader.

As a team member of the EXERGIA the SERVICE PROVIDER will not, during the period of effect of this Agreement, nor at any time after the cessation of the Agreement, utilize for his/her own purpose or divulge, publish or reveal to any person, firm or company, any information whatsoever concerning the business organisation, finances, dealings, transactions or affairs of the project and/or any associated project. The SERVICE PROVIDER shall use his/her best endeavors to prevent the disclosure or publication of any such matters by others.

The SERVICE PROVIDER shall keep with complete secrecy all confidential information entrusted to him/her by Project, other experts, Beneficiaries, the Client or any other organization in the frame of implementation of this Agreement. The SERVICE PROVIDER shall not use or attempt to use any such information in any manner, which may injure or cause loss either directly or indirectly to EXERGIA, the Client, the Project Beneficiaries and any other project stakeholders.

3. Industrial and Intellectual Property

Unless otherwise agreed in writing:

- a) All reports and data such as maps, diagrams, drawings, specification, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the SERVICE PROVIDER in the performance of the Agreement shall be confidential and shall be the absolute property of EXERGIA. The SERVICE PROVIDER shall, upon completion of the Agreement, deliver all such documents and data to the Team Leader. The SERVICE PROVIDER may retain copies of such documents and data, but shall not use them for purposes not related to this Agreement, without prior written approval of the Team Leader
- b) Copyright and any other rights of ownership in respect of manuscripts or parts thereof, prepared as part of the performance of the Agreement, shall belong exclusively to the EXERGIA.

4. Non-fulfillment

In the case of SERVICE PROVIDER's non-fulfillment of any Clause of this Agreement, or in the case of the standard of his/her work being unacceptable to the Team Leader or the Beneficiary or to the Client, this Agreement and the engagement as SERVICE PROVIDER will terminate immediately, **without notice or payment** in lieu thereof.

The following is a non-exhaustive list of examples, which will lead to immediate termination of this Agreement. If during the period of the Consultancy, the SERVICE PROVIDER:

- a) Is actively involved in political, religious or ethnic activities that may be against the democratic principles of EU.
- b) Misuse funds belonging to the Project, to the EXERGIA or to the Team Leader.
- c) Take paid or unpaid employment for a third party or being self-employed in issues related to the Project without prior approval of the Team Leader.
- d) Fail to furnish his/her services to the Project.
- e) Appear intoxicated whilst providing services to the Project.
- f) Show provoking or improper behavior.
- g) Violate safety regulations.
- h) Breach confidentiality, conflicts of interest or any other such covenant within this Agreement.
- i) Fail to produce correct information on his/her health condition.
- j) Violate local legislation.
- k) Give media interviews or information, unless it is part of the assignment, without prior agreement of the Team Leader

5. Termination of the Project

The termination of the contract shall be upon successful delivery of the services, or upon simultaneous acceptance signed by the PARTIES.

6. Medical Health/Absence

Acceptance of this Agreement constitutes a Covenant by the SERVICE PROVIDER that there are no current medical or health reasons why he/she should not undertake to perform the services required under this Agreement. This requirement is fundamental to the EXERGIA, guarantee to it that the SERVICE PROVIDER is in good health and not subject to any disability, which may interfere with the performance of the services.

However, in case that the SERVICE PROVIDER is unable to provide the services for which he/she is engaged, this Agreement shall be terminated with immediate effect.

On behalf of EXERGIA


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V.A.T.: EL 094327886
George Georgocostas
Team Leader / General Director

The SERVICE PROVIDER


Retis Grigore
Administrator



EXERGIA S.A.
Energy and Environment Consultants

CONTRACT
“Policy Development for transposition of the EE Directive 2012/27/EU”

Terms of Reference for provision of services

1. Background information

Policy development for transposing the EE Directive 2012/27/EU that will include: analysis of the requirements and options for the implementation of the EE Directive as a whole and for each main article separately, best practices, energy and costs estimations; development of the concept for transposition and implementation of the Directive agreed between stakeholders; transposition of the EE Directive (2012/27/EU) by amending of the existing Law on EE and possibly other related Laws (e.g. Law on Energy); Development of the secondary legislation related to the EE Directive 2012/27/EU; and

Effective implementation of the EE Directive 2012/27/EU that will include: preparation of a detailed roadmap for the implementation of the EE Directive; recommendations and background studies in line with the “Implementing the Energy Efficiency Directive – Commission Guidance COM/2013/0762 final”.

On 16 October 2015, Ministerial Council of the Energy Community adopted the Decision D/2015/08/MC-EnC, by which the EED became part of the EU acquis under the ECT in the area of EE.

Among the new commitments the following ones should be particularly mentioned:

- long-term strategy for mobilizing investment in the renovation of the national stock of residential and commercial buildings, both public and private (Art. 4);
- every year central government will carry out energy efficient renovations on at least 1% of the buildings they own and occupy by floor area (Art. 5);
- the public sector should purchase energy efficient buildings, products and services (Art. 6);
- energy distributors or retail energy sales companies have to achieve energy savings through the implementation of energy efficiency measures (Art. 7);
- national incentives for SMEs to undergo energy audits and compulsory energy audits for large companies (Art. 8);
- stronger mechanisms (linked to the 3rd Energy Package) to promote energy efficiency through network tariffs and regulation, grid operation and to remove barriers to demand response (Art. 15) etc.

The general objectives of the consultants are:

- Transposition of the Directive 2012/27/ EU on Energy Efficiency;
- Efficient Implementation of the new Law on energy efficiency.

The contract to be concluded shall cover the first phase of the assignment. However, the Consultants with the most appropriate qualifications and references that shall be selected in accordance with the procedure CQS (Selection Based on the Consultants' Qualifications) shall be asked to submit a combined technical-financial proposal, for both phases (separately).

Policy development to transpose EE Directive 2012/27/EU that will include:

Analysis of the requirements and options for the implementation of the EE Directive as a whole and for each main article separately, best practices, rough energy and cost estimations.

Transposition of the EE Directive (2012/27/EU) by amending/redrafting of the existing Law on EE and possibly other related Laws (e.g. Law on Energy).

Development of secondary legislation related to the EE Directive 2012/27/EU.

2. Description of the Tasks of the SERVICE PROVIDER

Following the instructions of the Team Leader the SERVICE PROVIDER will provide ad-hoc support to the project as required including but not limited to:

- Collection and organisation of Laws, Government Decisions, Decisions by relevant bodies, studies, etc. relevant to the project;
- Collection and elaboration of data as required for the purposes of the project
- Quality control
- Any other support task related to the project as requested by the Team Leader.

3. Deliverables

Deliverables corresponding to activities described in para 2.

4. Reports

4.1. Reporting requirements

The reports corresponding to activities described in para 2

4.2. Submission & approval of reports:

Reports must be produced in English and submitted in the form of an electronic copy to the project Team Leader.

5. Monitoring and Evaluation

The Assignment will be managed and monitored by the Team Leader.

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