

3326

NMFA PROJECT NUMBER: KGZ-17/0003


SK PROJECT NUMBER: 102189 TIN KGZ Geodata storage and distribution
Kyrgyzstan - Maps and Statistics for Sustainable Development Goals

AGREEMENT № 2008985 / 3326

ON

**THE DEVELOPMENT OF TECHNICAL SOLUTIONS FOR
GEODATA DISTRIBUTION IN KYRGYZSTAN:
IMPLEMENTATION**

nr. 3328

| | | |
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|  Kartverket | Statens kartverk - Norwegian Mapping Authority | Status: <i>Final</i> |
| | Project no/name: 102189 Maps and Statistics for Sustainable Development Goals Doc. name: AGREEMENT SK/SALR - ALRC/INGEOCAD 20200316_Agreement_SK-SALR and - ALRC Ingeocad_Development of geoportal - Implementation.docx | Page: 2 of 16 Version: 01 Date: 16.03.2020 |

Agreement

on

the development of technical solutions for geodata distribution in Kyrgyzstan:
Implementation
concluded between:

The Agency for Land Relations and Cadastre of Moldova (ALRC) and the State Enterprise "Institute of Geodesy, Technical Research and Cadastre "INGEOCAD" (INGEOCAD)

and

Statens kartverk – Norwegian Mapping Authority and State Agency for Land Resources under the Government of the Kyrgyz Republic (SALR)

This Agreement is written in the English language four valid originals, shall become effective upon the date of signing, and shall be in full force until the Work and all obligations have been fulfilled. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in four originals of which SK, SALR, ALRC and INGEOCAD have taken one each.

Oslo, 15.05.2020
SK

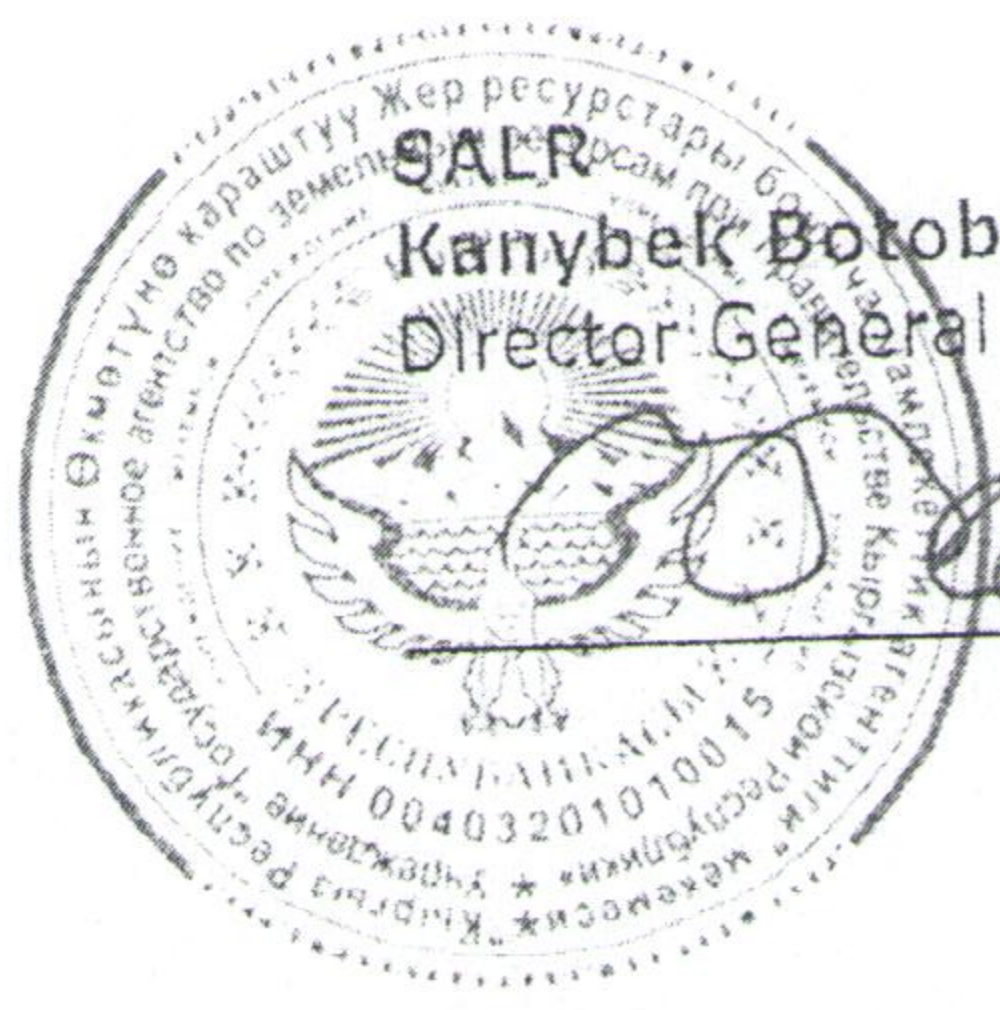
Kåre Kyrkjæide
Director
International Services




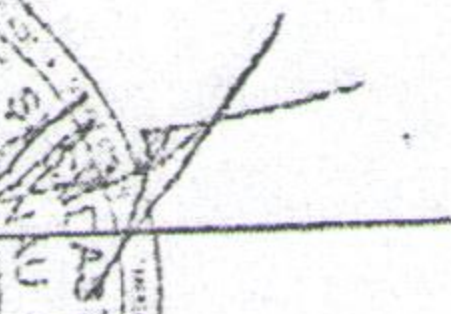

Chisinau, 16.03.2020
ALRC


Stefan Crigan
Acting Director General


Bishkek, 27.05.2020


SALR
Kanybek Botobaev
Director General


Chisinau, 16.03.2020

INGEOCAD
Serghei Nagorneac
Director





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1. PARTIES

This Agreement is made between Statens kartverk – Norwegian Mapping Authority (SK) and the State Agency for Land Resources under the Government of the Kyrgyz Republic (SALR), on the one side, and the Agency for Land Relations and Cadastre of Moldova (ALRC) and the State Enterprise "Institute of Geodesy, Technical Research and Cadastre "INGEOCAD" (INGEOCAD), on the other side.

SK is a national state authority responsible for Norwegian national geographic information, map series and property information.

SALR is an authorized executive body responsible for implementation of a state policy on land resources and land tenure; state registration of real estate rights; geodesy and cartography, including control over uniform application and enforcement of land legislation, formation of a full-fledged geo-information system on land resources, topographic and geodetic, mapping and land management work; and registration of real estate rights.

ALRC is the Moldavian state authority in charge of property registration, cadaster and mapping. ALRC is accountable to the Moldova's government and executes its functions related to geodesy, cartography and geospatial data, through its subordinate institution INGEOCAD.

The roles of SK, SALR, ALRC and INGEOCAD are further described in paragraph 6.2.

2. BACKGROUND

The Norwegian Ministry of Foreign Affairs has allocated a grant towards the project KGZ 17/0003 - Maps and Statistics for Sustainable Development Goals.

SK implements the project in close cooperation with SALR. One of the project goals is to develop technical solutions for geodata distribution to all interested stakeholders and public in general.


One of the project activities is the development of the technical solutions for geodata distribution. This includes the products delivered in the project – orthophoto, DTM, imagery, digital maps and other geospatial data. As a result of the regional cooperation organised by SK for the beneficiary institutions in Georgia, Kyrgyzstan, Moldova and Ukraine, SALR have got acquainted with the solution for geodata distribution developed by ALRC and Ingeocad in Moldova. Taking into account the similarities in the structures and functions of the Agencies in Kyrgyzstan and Moldova, SALR has decided to adopt and implement a similar solution for Kyrgyzstan.

This approach will allow reusing the technical solutions for data distribution developed in the Norwegian funded project in Moldova; and thus, reduce the costs related to the IT development. In addition, this type of cooperation will positively affect institutions in both countries.

In response to the request from SALR, the Parties agreed to conduct an inception study at SALR for planning and preparation of the project activities related to the development of technical solutions for geodata distribution in Kyrgyzstan. The inception study was conducted in January 2020, and the Parties further agreed to conclude an agreement on the development and implementation of the technical solutions for geodata distribution: Geoportal and web-based services.

3. CONTENTS

The Agreement consists of the agreement and the following documents:

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The Agreement (this document)
Annex 1: Terms of Reference
Annex 2: Payment plan
Annex 3: Minimum requirements

4. THE WORK

4.1 Scope of Work

ALRC/INGEOCAD shall develop and implement the technical solutions for geodata distribution in Kyrgyzstan, according to Annex 1: Terms of Reference and Annex 3: Minimum requirements.

4.2 Time Schedule

The Agreement shall be valid from the date of signing until complete fulfillment of the obligations of the Agreement by the Parties.

4.3 Deliverables

ALRC/INGEOCAD shall deliver:

- Fully functional and operational technical solutions for geodata distribution: Geoportal and web-services
- User manuals and documentation in Russian
- Training
- Technical support within the contract period

5. CONTACT PERSONS

5.1 Contact persons at SK

Emails to the appointed contact persons shall be used for daily communication related to the execution of the Work, if not otherwise agreed upon by the Parties.

Project owner:

Kåre Kyrkjeeide, Director, International Services

Office phone: +47 32118722; mobile: +47 98805837; e-mail: kare.kyrkjeeide@kartverket.no

Project manager:

Elena Busch, Senior Engineer

Office phone: +47 32118512; mobile: +47 98435259; e-mail: elena.busch@kartverket.no

5.2 Contact persons at SALR

Project owner:


Kanybek Botobaev, Director; phone: +996555162303; e-mail: salr@cadastre.kg

Project manager:

Almaz Abdiev, Head of GIS Centre; phone: +996 555 996 811; e-mail: al.abdiev@gmail.com

Project manager:

Narynbek Isabekov, Director, Goskartografia; phone: +996 312 66 50 12; e-mail: isabekovn@mail.ru

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IT Manager:

Djypar Davletova, IT manager, GIS Centre; phone: +996550029932; e-mail: dav2905@mail.ru

5.3 Contact persons at ALRC

Project owner:

Ştefan Crigan, Acting Director General
 Tel.: + 373 22 22 05 98; E-mail info@arfc.gov.md

Project manager:

Maria Ovdii, Head of Department, ALRC
 Tel.: + 373 22 88 12 55; E-mail maria.ovdii@arfc.gov.md

5.4 Contact persons at INGEOCAD

Project owner:

Serghei Nagorneac, Director, INGEOCAD
 Tel.: + 373 22 88 12 01; E-mail snagorneac@ingeocad.md

IT Manager:

Nicolae Crăciun; phone: +373 69562611; e-mail: nick.craciun@gmail.com

IT Consultant:

Igor Paharikov, phone: +373 69010625; e-mail: igor_paharikov@ingeocad.md

IT Consultant:

Evgenii Rosca; phone: +373 79329597; e-mail: erosca@ingeocad.md

6. GENERAL PROVISIONS


6.1 Language of Documents

The language of the Agreement as well as of all documents related to the execution of the project shall be English, unless otherwise stated in this Agreement or agreed between the Parties during the execution of the Work.

6.2 Authorized Representatives

For changes or amendments of the Agreement:

- The authorised representative of SK shall be the Director General or his designated representative.
- The authorised representative of SALR shall be the Director General or his designated representative.
- The authorised representative of ALRC shall be the Director General of the ALRC or his designated representative.
- The authorised representative of INGEOCAD shall be the Director of INGEOCAD or his designated representative

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6.3 Notices or Requests

Notices or requests are deemed to be duly given or made when they have been delivered in writing to the following addresses:

- To SK: Statens kartverk,
NO-3507 Hønefoss, Norway
Att.: Elena Busch
E-mail: post@kartverket.no with copy to elena.busch@kartverket.no
- To SALR: 720040, Orozbekova 44
Bishkek, Kyrgyzstan
Att.: Bakytbek Dzhusupbekov
E-mail: bakvtbek@vandex.ru
- To ALRC: MD-2004, 48 Serghei Lazo str., Chisinau, Moldova;
Att.: Maria Ovdii
E-mail: maria.ovdii@arfc.gov.md
- To INGEOCAD: MD-2004, 48 Serghei Lazo str.,
Chisinau, Moldova;
Att.: Serghei Nagorneac
E-mail: snagorneac@INGEOCAD.md

7. LIABILITY

7.1 Role of SK

SK is the legally binding party on the contracting side and is responsible for all payments. SK will assist SALR with quality assurance of all deliverables from ALRC/INGEOCAD.

7.2 Role of SALR

SALR is the recipient and the sole owner of the project results.

7.3 Role of ALRC

ALRC carries a formal responsibility for the work performed by INGEOCAD.


7.4 Role of INGEOCAD

INGEOCAD carries full responsibility for the work in accordance with Annex 1.

8. PRICE

The Parties agreed that INGEOCAD will be paid NOK 300.000,- in fee.

SK will cover travel expenses related to the missions in Kyrgyzstan: return flights in economy class Chisinau – Bishkek, local transport, hotel accommodation and daily allowance according to the Norwegian state regulation.

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9. PAYMENT PLAN, INVOICING AND PAYMENT

The Parties agreed that invoicing and payment will be done according to Annex 2: Payment plan on the following conditions:

- The payment will be done to the INGEOCAD account after the completion of the Work and acceptance of the deliverables by SALR and SK.
- If and when the deliverables have been accepted by SALR and SK, the invoicing and payment shall be made according to the following:
- Invoice (in electronic form) shall be sent to SK at elena.busch@kartverket.no with reference res.nr.50391/project 102189/contract 2008985 ; Att.: Elena Busch
- The invoices will be normally paid within 30 calendar days after the invoice is received by SK.

10. COPYRIGHT AND RIGHT OF OWNERSHIP

The right of ownership, the copyright and all other relevant rights, including all other relevant intellectual property rights, associated with the outcome of the project shall accrue to SALR when payment has been made, unless subject to any limitations laid down by other agreements or by mandatory law.

These rights also include the right to changes and the right to further assignment, cf. section 39b of the Act No. 2 of 12 May 1961 relating to Copyright in Literary, Scientific and Artistic Works, etc. (the Copyright Act).

11. AMENDMENTS

Amendments to this Agreement shall be handled using a template provided by SK, be numbered and duly signed.

12. TERMINATION


Unless otherwise agreed, the one Party is entitled to terminate the Agreement with immediate effect by notifying the other Party when the other Party is in substantial breach of the Agreement.

SK shall with 30 days notice have the right to terminate the Agreement in whole or in part by written notice to the Parties.

The termination notice shall

- State the reasons for the termination,
- State the date on which the termination will take effect, and
- Instruct the Contractor how to proceed in the circumstances.

In the case where the termination is not caused by a breach of the Agreement by SALR, or INGEOCAD, SK shall pay to INGEOCAD:

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- The unpaid balance due to INGEOCAD for that part of the Work already performed;
- All documented necessary termination charges and administration costs incurred by INGEOCAD in connection with the termination.

13. FORCE MAJEURE

In the event of any delay in performance by either Party, due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts beyond the reasonable control of such Party, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof. The performance of such obligation by the Party affected thereby shall be suspended during such delay.

Upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected Party shall immediately rectify such delay in performance. If such delay pertains to a material obligation of the Party affected and such delay exceed 6 (six) months, either Party shall be entitled to terminate this Agreement by written notice to the other.

14. ASSIGNMENT

The Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Party.

15. CHOICE OF LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed exclusively in accordance with Norwegian law.

Any disputes arising concerning the work of INGEOCAD shall be attempted resolved by negotiations between the parties with the purpose of securing a successful implementation of the project. If such negotiations fail to resolve the dispute within 3 months, then either of the Parties may demand that the matter shall be resolved with final effect by Norwegian courts.

Correct legal venue is the City Court of Oslo, Norway.

Contractor:
 Institute of Geodesy, Engineering Survey
 and Cadastre "INGEOCAD"
 fiscal code - 1002600031906
 Address: 48 Serghei Lazo str. mun. Chisinau MD 2004, Moldova

Settlement account in Euro
 CORESPONDENT BANK -
 SOLADESTXXX, Landesbank Baden-Wurtemberg, Germany
 ACCOUNT WITH CORRESPONDENT BANK - 2808114
 BENEFICIARY BANK -
 MOLDMD2X BC MOLDINDCONBANK S.A.
 MD46ML000000002251812111
 BENEFICIARY CUSTOMER -
 I.G.P.T.C.INGEOCAD I.S.

Client:
 Norwegian Mapping
 Authority – Statens kartverk
 Address: NO-3507 Honefoss, Norway

Act No. 19

Delivery and acceptance of works in accordance with the agreement No. 2008985

16.03.2021

**THE DEVELOPMENT OF TECHNICAL SOLUTIONS FOR GEODATA DISTRIBUTION IN KYRGYZSTAN:
 IMPLEMENTATION**

We, undersigned, the Contractor represented by director Serghei Nagorneac, on one side, and the Client represented by director Hans Christian Munthe-Kaas, on the other side, confirm, that the works executed by the Contractor meet the requirements of the agreement

| Agreement number, name of work | Contracted services, NOK | Delivered, NOK | Already paid, NOK | Due to pay, | |
|---|-----------------------------|----------------|-------------------------|---------------|--------------|
| | NOK | NOK | NOK | NOK | Euro, rate |
| Agreement No. 2008985 / 3326 The development of technical solutions for geodata distribution in Kyrgyzstan: Implementation | | | | | |
| First version of prototype approved by SALR and Mission 1 conducted | 60 000 | 60 000 | 63 354 | -3 354 | |
| Final version is installed-(Activities 3 and 4) | 60 000 | 60 000 | 56 695 | 3 305 | |
| FAT and UAT conducted, the results approved (Activities 5 and 6) | 60 000 | 60 000 | | 60 000 | |
| Geoportal launched and approved; user manual and documentation delivered. (Activities 7 and 8) | 30 000 | | | | |
| Remote support and consultation – upfront payment for the support and technical assistance agreement (Activity 9) | 40 000 | | | | |
| Total | 250 000 | 180 000 | 120 049 | 59 951 | 5 933 |
| Including VAT exemption with the right of deduction (RG of the RM No.782 of 25.09.2014, art. 104 lit.c ¹ CF) | | | | | |

Delivered

Contractor:

Director
Serghei Nagorneac

Head of SIG Department
Igor Pahariko

Head of Economic Department
Diana Gavrilov



Accepted

Client:

Director
Hans Christian Munthe-Kaas

