

# SUBCONTRACTING AGREEMENT

This **SUBCONTRACTING AGREEMENT** dated as of June 28, 2024 is made between the following parties:

**OMEGA TRUST SRL** of 37 Putul lui Zamfir Street, 4<sup>th</sup> Floor, 1<sup>st</sup> District, Bucharest, Romania, represented by Cosmin Macaneata as General Director, hereinafter referred to as the General Contractor

AND

Smartgov SRL, 6/3 Nicolae Sulac, Chisinau, Republic of Moldova, represented by Gheorghe Pantaz as Director, hereinafter referred to as the Subcontractor

WHEREAS, the parties desire to establish between them an Agreement in order to collaborate for provision of services for the development of **“Feasibility Study and specific documentation for implementation of the National Public Warning System”**, for the final Beneficiary, the General Inspectorate for Emergency Situations.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

## I. FORMATION

This Agreement shall be considered an agreement between the Parties in all respects, and in no event shall this Agreement be construed to create a partnership or any other fiduciary relationship between the Parties.

WHEREAS, the “parties” desire to prepare and submit, to the **General Inspectorate for Emergency Situations** a Proposal, for provision of **“Feasibility Study and specific documentation for implementation of the National Public Warning System”**.

## II. PURPOSE

The subcontractor will support the General Contractor for the preparation and submission of a proposal for provision of **“Feasibility Study and specific documentation for implementation of the National Public Warning System”**, for the final Beneficiary, the **General Inspectorate for Emergency Situations**.

Art.1 The subcontractor will provide the following services, in case of winning the tender:

- Contribution to the development of the Feasibility Study for implementing the NPW “Mold-Alert” in the Republic of Moldova. The subcontractor shall be responsible for the technical component of the study. Technical documentation for technological solution identified in the Feasibility Study (technologies, equipment, software) required for the procurement and implementation phase of NPWS “Mold-Alert”, developed;
- Tender documentation and other documents related to the NPWS “Mold-Alert” procurement procedure (bidding documents), developed;
- Evaluation of the current legal framework relevant to the considered domain.
- Impact analysis for the justification process of the necessary normative acts to be developed/modified.

Art.2 The subcontractor will provide experts as follows:

- Expert 1 - Iurie TURCANU
- Expert 2 - Gheorghe PANTAZ
- Expert 3 - Andrian Sova
- Expert 4 - Ion STATI
- Expert 5 - Vadim VINTILĂ

Art.3 The subcontractor undertakes to carry out all activities respecting all quality and time standards, assumed by the general contractor through the contract with the Beneficiary, in case this contract is signed.

### III. FEES

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the Parties hereto agree as follows:

- In case of winning the tender, the percent of the total fee will be: 41.66%
- The estimated duration of the Project is 118 days

Art.2 The invoices will be issued by The Subcontractor after the completion of the activities exposed in **Chapter 2 - Purpose**

Art. 3 The fee will be paid by Omega Trust in 20 days from the date of the invoice issued by The Subcontractor. In case the invoice will not be paid in due time, The General Contractor will pay penalties of 0.1% for each day of delay.

### IV. TERM

This Agreement shall remain in full force and effect, only for the duration of the project, starting with the date of this Agreement.

## **V. 7. ASSIGNMENT**

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any such attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

## **VI. 8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Moldova, without regard to conflicts of law principles.

## **VII. 9. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

## **VIII. 10. SEVERABILITY**

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

## **IX. 11. NOTICES**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.

## **X. 12. HEADINGS**

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**XI. 13. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each Party hereto.

**THEREFORE**, the parties hereto agree to execute these presents on the dates and the year and in the manner hereinafter appearing.

**SIGNED** and **DELIVERED** by

**MR. Cosmin Macaneata**

This 28<sup>th</sup> day of June 2024

.....  
**SIGNATURE**

**SIGNED** and **DELIVERED** by

**MR. Gheorghe PANTAZ**

This 28<sup>th</sup> day of June 2024

.....  
**SIGNATURE**