



SERVICE CONTRACT No. 32/19.06.2017

This Contract Service is made between:

Archidata Srl, Via Fabio Filzi 27, 20124, Milan, Italy, (hereinafter called the "Contractor"), represented through **Archidata Srl Milano Sucursala Bucuresti**, Aleea Arhitect Petre Antonescu no. 4, bl. 24, ap. 10, sc. 1, sector 2, P.C. 23595, Bucharest, Romania, registered at the Trade Register from Bucharest under number J40/7694/22.03.2011, fiscal/VAT code RO28672575, **represented by Andreea COMSA, Country Manager (hereinafter called "Archidata Romania")**

and

Cebotari Valentina, address: **str. Bernardazzi 27, ap.7**, VAT/fiscal code: **0960507543546**, Bank name and address: BC "Moldindconbank" S.A., Șoseaua Hîncești 53, Chișinău 2028, Moldova Account No/IBAN: MD09ML000022592978711072, SWIFT: MOLDMD2X, Mobile: +373 69323067, E-Mail: valentinaceb@yahoo.com (hereinafter called the "Consultant").

Article 1: Subject of Contract

1.1. This Contract relates to the implementation of the **"Support to Enforcement of Intellectual Property Rights"** project in the **Republic of Moldova (Service contract ENPI/2016/379461, Reference EuropeAid/137467/DH/SER/MD)**, hereinafter called the "Project".

1.2. This contract is accompanied by the following annexes which constitute an integral part of this Contract:

- Assignment details (Annex A)
- The Terms of Reference (Annex B)
- Template for Invoice (Annex C)

Article 2: Service Provision

2.1. The Consultant will work in close coordination and under the direct responsibility of Project Team Leader and Archidata's Project Management Team mentioned at point 2.10 and 2.11.

2.2. The period of the current Contract is specified in Annex A.

2.3. The Consultant will perform this engagement in a professional manner appropriate to consulting work of this nature. The Consultant will not engage in any action that could in any way prejudice the achievement of the aims and objectives of the project. The Consultant will not engage in any action that would represent the Contractor in an unfavourable light.

2.4. All work associated with this assignment must be completed by **Valentina Cebotari** under the position of **"Junior Non-Key Expert (JNKE) on identifying products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin in specific sector: Honey"** within a maximum of **18 working days**, starting from the signing date of this contract until 30 September 2017 (as specified in Annex A).

2.5. During the period of the engagement, the Consultant will represent himself as an Associate of Archidata. In case of any consultancy business arising during the implementation of the project and in close



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connection with the project, the Consultant agrees to refer all such work or opportunities exclusively to the Contractor.

- 2.6. The Consultant will further respect the travel schedule which must be agreed upon in accordance with the project needs. He will perform planned number of working days. Weekends, public holidays and home-based work are not working days unless prior written approval is provided by the Contracting Authority. Travel days are not considered working days and will therefore not be remunerated.
- 2.7. The Consultant will establish adequate public relations. He recognises the need and his responsibility to establish good working relationships with the Contracting Authority (C.A.), the project Beneficiaries and the other project team members.
- 2.8. In particular, the Consultant will immediately inform the Contractor of any satisfaction or dissatisfaction that the C.A., the Beneficiary or other team members would state.
- 2.9. The activities will be carried out in Chisinau, Republic of Moldova, unless otherwise agreed with Archidata's Management Team mentioned at point 2.10 and 2.11.
- 2.10. All issues regarding the **contract implementation** shall be addressed to:
- **Ms. Andreea COMSA**, the "Project Director" at Archidata Romania, address: Putul de Piatra St. no. 5, 3rd floor, ap. 7, sector 1, 010669 - Bucharest, Romania, Tel: +40 21 311 50 85, fax: +40 21 311 50 84 and e-mail acomsa@archidata.it.
 - **Mrs. Diana MANOLELI**, known in this Contract as "Project Manager" at Archidata Romania, address: Putul de Piatra St. no. 5, 3rd floor, ap. 7, sector 1, 010669 - Bucharest, Romania, Tel: +40 21 311 50 85, fax: +40 21 311 50 84 and e-mail dmanoleli@archidata.it.
- 2.11. All issues regarding the **contract financial management** shall be addressed to **Ms. Alina-Elena PITULICE**, known in this Contract as "Financial Manager" at Archidata Romania, address: Putul de Piatra St. no. 5, 3rd floor, ap. 7, sector 1, 010669 - Bucharest, Romania, Tel: +40 21 311 50 85, fax: +40 21 311 50 84 and e-mail office_ro@archidata.it.

Article 3: Payment for Services

- 3.1. In consideration of the satisfactory performance of the services, and the submission of time sheets duly signed by the Team Leader and countersigned by the Beneficiary and EU Delegation, the Contractor will pay fees at the rate specified in Annex A.
- 3.2. Payment will be made in euro according to the payment instructions on the invoice that the Consultant provides to the Contractor.
- 3.3. Payment will be made upon the receipt of the invoice and the supporting documents mentioned below, according to the following schedule:
- a) The payment of the fees for the working days will be made to the Consultant upon submission of an signed invoice by the Consultant within 30 days after such submission, based on the timesheet signed by the Team Leader, countersigned by the Beneficiary and approved by CA; also the Consultant should deliver a written report by the end of each mission to Republic of Moldova.



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- b) An advance payment for the international travel arrangements, if requested, will be paid to the Consultant before the beginning of Consultant's missions in Republic of Moldova and not later than 5 calendar days upon receipt of an advance payment claim by the Consultant (signed and sent to the Contractor in scanned format). The advance payment will be deducted from the remaining balance payment to the Consultant, following the payment by the Contracting Authority / Consortium Leader.

Consultant's invoices, the report by the end of the mission to Moldova, corresponding TS, boarding passes (in original), invoices of the international flights, Tax Residence Certificate, documentary evidence for paid insurance and any other documentary evidence (e.g. the fuel fiscal receipts, taxi invoices for airport transfer etc.), shall be sent together via email on the date of issue of the invoice in order to proceed with the payment schedule above, and subsequently the documents before mentioned shall be sent via post in original.

All the Consultant's invoices to the Contractor must bear the following data, otherwise delays in the payment terms may occur:

- The Contractor's name, address and VAT identification
- Invoice number and date,
- Project number and title,
- Month of activity,
- Consultant's name and address,
- Consultant's VAT or Fiscal Code,
- Full references and address of the bank where payment is to be done,
- Full references of the bank account where payment is to be done on and of its owner's name,
- For all payment to be done in EU countries and Switzerland, both the IBAN code and the SWIFT code of the beneficiary bank,
- For all other countries, the SWIFT (or BIC) code.
- Consultant's signature (in original).

3.4. Due to the temporary nature of the engagement under the present contract for services, and the fact that the Consultant is engaged under the present service contract only for the purpose of the present assignment, the Consultant will be responsible and liable for any arrangements as may be necessary to inform and satisfy the statutory requirements of his own country of domicile with regard to the payment of any personal income tax and national insurance or other social contributions which may become due as a result of the earnings that the Consultant derives from this engagement.

3.5. It is the Consultant responsibility to satisfy customs and regulations regarding registration for VAT or exemption from VAT; the Consultant indemnifies and repays to the Contractor any VAT charges, costs, fines or penalties incurred by the Contractor as a result of any failure on the part of the Consultant to account for VAT in a proper manner in any respect.

3.6. The Consultant shall be responsible for carrying necessary insurances in respect of the performance of this Contract and shall not rely on any insurance held by the Contractor. These may include Third Party liability, travel and accident, and professional indemnity.

3.7. In order to pay the invoice, the Consultant should provide the Tax Residency Certificate for the application of the Double Taxation Convention between the consultant's country of residence and



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Romania or equivalent document. In case such document is not provided by the Consultant, the Contractor will withheld at source the income tax (16%) for any amounts paid to non-resident independent contractors performing consultancy services, according to the Romanian Tax Code, art. 224.

3.8. The Consultant shall furnish all receipts and invoices for the purposes of financial control, audit and invoicing under the Service Contract ENPI/2016/379461 with the European Commission for this assignment.

3.9. The activity performed by the expert is an independent activity because:

- a) the Consultant is not in a relationship of subordination to Archidata Romania or governing bodies of Archidata Romania, and do not comply with the conditions imposed by this work, such as his responsibilities and the manner of fulfilling these responsibilities, the working place, working hours;
- b) in performing the activity, the Consultant doesn't use exclusively the material basis of Archidata Romania, respectively properly furnished and equipped spaces, special equipment or for protective work, work tools or the like;
- c) Archidata Romania will not support Consultant's travel expenses, such as allowances for delegation/detachment in the country and abroad, as well as other expenses of this nature.
- d) Archidata Romania will not support Consultant's allowance for the annual leave and the allowance for temporary work incapacity.

Article 4: Confidentiality

4.1. Information obtained by the Consultant concerning any of the Contractor's activities, irrespective of whether or not they are directly related to the services being performed by the Consultant, shall remain confidential between the parties to this Contract and shall not be divulged to a third party without the prior written Contract of the Contractor. The provisions of this paragraph shall survive the term of this engagement.

4.2. The Consultant shall keep the Contractor timely informed about all the arrangements related to the development of the foreseen activities and shall provide the Contractor with all the documents and outputs related to the assignment.

Article 5: Copyright and Intellectual Property

5.1. Documents, or any other materials produced under this assignment shall belong entirely to the Contractor and may not be copied or divulged to any third party whatsoever. The Consultant may be required to pass on all such documentation, in whatever form the media is contained, to the Contractor on completion or termination of this assignment.

5.2. Any technique, process, improvement, design, or computer software wholly or partly invented by the Consultant during the course of the project shall be the property of the Contractor, but the Consultant has the permission, under terms and conditions to be agreed, to use any such development for other purposes.



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Article 6: Termination of Contract

- 6.1 The Contractor may terminate this Contract forthwith by notice in writing if the Consultant:
- is in breach of the terms of this Contract which, in the case of a breach capable of remedy, shall not be remedied by the Consultant within 14 days of receipt by the Consultant of a notice from the Contractor or its agents specifying the breach and requiring its remedy;
 - fails or refuses to provide to the reasonable satisfaction of the Contractors the services reasonably and properly required hereunder;
 - is incompetent, guilty of non-professional conduct or is negligent in the provision of services hereunder.
- 6.2 The Contractor may terminate this Contract forthwith by notice in writing if the European Commission and the Delegation of the European Union to Moldova:
- terminates or materially varies the project.
 - for any reason, requests the withdrawal of the Consultant's services in conformity with article 17.2 of the General Condition for Service Contracts financed by the EC.
- 6.3 The Consultant may terminate this Contract forthwith by notice in writing, if the Contractor does not fulfil the terms foreseen in the framework of this Contract, or according to the provisions of the General Condition for Service Contracts for EU external actions, with a prior notice of 30 working days.
- 6.4 This Contract is made on the condition, verbally confirmed by the Consultant, that the Consultant has no medical condition that can reasonably be anticipated to adversely affect the fulfilment of his specified duties over the time scale of the Contract.
- 6.5 The period of engagement may be modified by mutual consent between the Contractor and the Consultant. Such mutual consent shall be evidenced in writing.
- 6.6 In case of cancellation and/or withdrawal of the contractor, the consultant will have the right to receive only payments referring to working days effectively realized by that moment, on the basis of time sheets duly approved with no right to be paid for eventual compensations and/or reimbursement and/or indemnification.

Article 7: Amendment of the contract

- 3.1. The provision of this contract could be amended according to article 20.2 of the General conditions for services contracts financed by the EU.

Article 8: Currency of Contract

- 8.1. The Currency of this Contract is euro.

Article 9: Final clauses



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9.1. Any problem of understanding and fulfilment of the conditions agreed on the assignment, or any problem between the Consultant and the Contractor as a result or in connection with this Contract will be resolved, to the extent possible, amicably, the purpose being the completion of the project execution.

9.2. This Contract shall be subject to Romanian law and the jurisdiction of the Court in Bucharest.

This Contract will become effective after it has been signed by both parties.

All the annexes to the present Contract, namely annex A, B and C, constitute integral part of it.

Signatures



.....
Archidata Srl, through
Archidata SRL Milano Sucursala Bucuresti
Andreea Comsa,
Country Manager
Date: 19.06.2017

.....
Cebotari Valentina
Consultant
Date: 19.06.2017



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ANNEX A - Assignment details

Expert	Valentina Cebotari
Assignment	"Support to Enforcement of Intellectual Property Rights" project in the Republic of Moldova Service contract ENPI/2016/379461 (EuropeAid/137467/DH/SER/MD)
Position in the Project	Junior Non-Key Expert (JNKE) on identifying products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin in specific sector: Honey
Archidata Project Manager	Diana Manoleli
Contract Commencement Date	20.06.2017
Contract Completion Date	30.09.2017
Input for the Project period	up to a maximum of 18 working days (95% in Moldova)* <i>*Prior written approval of work during weekend, legal holidays in Moldova and home working days must be sought from the EUD Project Manager.</i>
Payment/Amount	€ 1.800,00 all-included / lump-sum In addition, according to <i>Chapter 6.5 Incidental expenditure (Terms of Reference)</i> , if the case, "travel costs and subsistence allowances for missions to be undertaken as part of this contract from the base of operations within the beneficiary country", based on the prior approval of the Contracting Authority, will be paid separately by the Contractor.
Activities	The activities to be carried out by the expert are the ones included in the Terms of Reference (Annex B) for "Junior Non-Key Expert (JNKE) on identifying products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin in specific sector: Honey" position, together with any other activity related to the project and agreed between the expert and Archidata's Project Management Team.

Signatures

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Archidata Srl, through
Archidata SRL Milano Sucursala Bucuresti
 Andreea Comsa,
 Country Manager
 Date: 19.06.2017

.....
Valentina Cebotari
 Consultant
 Date: 19.06.2017





ANNEX B – Terms of reference for the assignment

Republic of Moldova
<i>Support to Enforcement of Intellectual Property Rights</i>
Service contract ENPI/2016/379461 (EuropeAid/137467/DH/SER/MD)

Terms of Reference
for the assignment of a Junior Non-Key Expert (JNKE)
on identifying products, connected with specific geographical regions, which do or could benefit from
protection of Geographical Indications, Appellations of Origin in specific sector: Honey
 (total 18 w.d.)
 (Mrs. Valentina Cebotari)

Approval Request Key Summary Information

Budget Line Contract/Financial Proposal:	Junior Non-Key Expert
Indicative mission dates	10.06.2017–30.09.2017
Max. Project calendar months covered:	3.5 calendar months
Number of sub-missions:	1
Maximum number of days:	18
Related ToRs' tasks Related Inception report tasks	ToR: 4.2 Specific work, section Geographic Indications IR: Subcomponent A6.2 – Identifying the products and producers which do or could benefit from protection of geographical indications
Related ToRs' results Related Inception report results	ToR: 2.3 (4) The awareness of the rights and obligations of the IP community in Moldova will improve; 4.2 Specific work, section Geographic Indications IR: Subcomponent A6.2 – Products and producers which do or could benefit from protection of GI connected with specific geographical regions, AO and TSG, identified
Place of Performance:	Chisinau

1. Project Background Information

The Project “Support to Enforcement of the Intellectual Property Rights” has started on 10 November 2016 and will last for two years until November 2018.

The overall objective of the Project is to improve the application of the law and regulations on Intellectual Property Rights in the Republic of Moldova.

The expected results of the Project are the following:

- Improved communication and effectiveness of IP enforcement in the Republic of Moldova;
- Communication system set-up between the main contributors to IP protection;





- Enhanced competence and effectiveness of all staff and officials involved in IP protection and enforcement;
- Improved awareness of the rights and obligations of the IP community in the Republic of Moldova;
- Improved protection and capitalization of Geographical Indications in the Republic of Moldova.

2. Description of the Assignment

2.1 Counterpart & Beneficiaries

The direct counterpart of this mission is the State Agency on Intellectual Property (AGEPI), represented by Mrs. Lilia Bolocan, Director General of AGEPI and AGEPI's primary liaison officer with the project.

2.2 Corresponding ToRs' and Inception report tasks

The assignments of the expert will be targeted at the achievement of expected results under:

- ToR tasks: 4.2 Specific work, section Geographic Indications: Consider the current and potential range of products which do or could benefit from such protection and the current administrative arrangements for managing and promoting the value of GI to Moldova and
- IR tasks: Subcomponent A6.2: Identifying the products and producers which do or could benefit from protection of geographical indications

2.3. Objectives and results

2.3.1. Overall Mission Objective

The overall objective of this short-term mission is:

to carry out survey on identification the products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin and producers in specific sector: honey

2.3.2. Specific Mission Objectives

The specific objectives of this short-term mission are:

- A) Identification of the products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin and producers in specific sector:
1. To identify varieties of honey, which is produced in the Republic of Moldova
 2. To select the varieties of honey (further, which are called – Products) which possesses a specific quality, reputation or other characteristics attributable to the specific geographical origin.
 3. To provide suggestions on possibility of designate the specific varieties of honey by Geographical Indication, Appellation of Origin.
 4. To make a description of characteristics of the Products (qualities and taste etc.).
 5. To define geographical area of the traditional Products growing in the Republic of Moldova.
 6. To describe method of production of Products.
 7. To provide information on the link of Products with the geography, topography and climatic condition.



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8. To provide information if available on the long tradition and reputation of planting and use of the Products
 9. To provide information on possible (existing) labelling (Proof of Origin) of the Product.
 10. To provide information on possible producers (farmers) of the Products.
- B) To take part in improvement for the need of specific sector of the guidelines on identifying the products, connected with specific geographical regions, and traditional specialties with the purpose of registration, of appellations of origin, geographical indications and traditional specialties guaranteed.

By providing the survey the Expert will take into consideration the corresponding experience of AGEPI (if appropriate) and European Commission in registering of geographical indication, denomination of origin for specific Products.

2.3.3. Expected Outputs and Results

The mission deliverables of this assignment will be:

- Report on the results of the survey on identification of the Products, connected with specific geographical regions, which do or could benefit from protection of Geographical Indications, Appellations of Origin and producers in specific sector
- Suggestions on improvement for the need of specific sector of the guidelines on identifying the products, connected with specific geographical regions, and traditional specialties with the purpose of registration, of appellations of origin, geographical indications and traditional specialties guaranteed.

The report on the results of the survey will include:

- 1 The short review on number of varieties of honey created in Moldova; on main varieties; on size of the areas where the varieties of honey are created (collected), importance of the sector.
- 2 The description of the approach of selecting from the total number of varieties of honey - those species whose characteristics are associated with specific geographical regions.
- 3 The List of selected varieties of honey (Products)
- 4 The Card for each Product with information on:
 - 4.1 the name of the Product,
 - 4.2 the description of characteristics of the Products (qualities and taste etc),
 - 4.3 the geographical area of the traditional Products growing in the Republic of Moldova,
 - 4.4 method of production of Products,
 - 4.5 on the link of Products with the geography, topography and climatic condition that result in an abundant growth of feedstuffs,
 - 4.6 on the long tradition and reputation of planting and use of the Products,
 - 4.7 on possible (existing) labelling (Proof of Origin) of the product,
 - 4.8 on possible producers (farmers) which grow, collect (sell) the Products.

The form of the Card will be given by the Project.



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2.4. Project Management & Contractor's tasks & responsibilities

The Archidata s.r.l. Project Management Team, Project's Team Leader or a designated representative shall manage the contract.

3. Expert Profile

3.1 Education and skills:

- Education: university degree in law, business, economics, natural, engineering, agricultural sciences or public administration, management or a closely-related discipline;
- Good planning and organisational skills;
- Computer literacy;
- Good command in English is an asset;
- Ability to work in mixed local and international team of experts.

3.2 Professional experience:

- Demonstrated experience of work in the specific sector of survey. Knowledge of the main products produced in the sector.

4. Location and Duration of the Assignment

4.1 Assignment Location

The assignment location will be Chisinau.

4.2 Project Duration

The total number of working days earmarked for this assignment is up to 18 WD over a period of maximum 3.5 calendar months. In case the overall workload requires a continuation of the tasks of these ToR the expert will be notified accordingly.

4.3 Accommodation, Transportation and support facilities

Transportation within Chisinau is the responsibility of and is to be covered by the Expert him/herself.

5. Reports

5.1 Reporting requirements

At the end of the assignment the JNKE will submit a report with deliverables, stated in par. 2.3.3.

The Intermediate report on progress of the tasks should be provided till August 15.

5.1. Submission & approval of reports:

Reports and draft recommendations produced by the SNKE shall be submitted to the Project Team Leader and Key Expert 3. The expert will cooperate with the project team, STE and all beneficiary organizations. The reports must be submitted in the form of one original and electronic copy to the following address:

TA Project "Support to Enforcement of the Intellectual Property Rights (IPR)" in the Republic of Moldova (EuropeAid/137467/DH/SER/MD)

E-mail: office@ipr-moldova.net



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6. Monitoring and Evaluation

The project will be broadly managed through on-going communication and meetings between the consultant, the IPR TA Project TA Team and the relevant beneficiary and stakeholders.

7. Subordination and Cooperation

The expert will report to the Team Leader and Archidata's Management Team and will closely cooperate with Key Expert 2 and Key Expert 3 and the project team as well as with Contracting Authority and all beneficiary organizations.

8. Materials to be provided by Archidata Romania

- Template for timesheet;
- Template for Mission Report;
- ToR for the project;
- Technical Offer.



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Archidata Srl, through

Archidata SRL Milano Sucursala Bucuresti

Andreea Comsa,

Country Manager

Date: 19.06.2017

.....
Valentina Cebotari

Consultant

Date: 19.06.2017



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