

AGREEMENT

FOR THE PROVISION OF SERVICES AS A NON KEY SENIOR EXPERT

to

EXERGIA- S.A.

Energy and Environment Consultants

In the Framework of the Service Contract No: 2012/294-811 with the Delegation of the European Union to Moldova

Technical assistance for the implementation of the Sector Policy Support Programme "Support to reform of the energy sector"

This Agreement is made on 1/07/2013 between:

EXERGIA S.A.

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

(Hereinafter called "EXERGIA" of "EXERGIA Consortium")

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

and

Mihai Tirsu

Str. Pietrarilor 8, ap.27 MD2028

Moldova

email: tirsu.mihai@gmail.com

(hereinafter called the "EXPERT").

Whereas EXERGIA has undertaken to provide Consultancy Services for the project "Technical assistance for the implementation of the Sector Policy Support Programme: Support to reform of the energy sector" in Moldova (hereafter the "Project") under a Contact (hereafter the "Main Contract") signed between the Delegation of the European Union to Moldova (hereafter the "Client") and EXERGIA;

Whereas the beneficiary of the Project is the Ministry of Economy of the Republic of Moldova (hereafter the "Beneficiary");

Whereas EXERGIA has requested the EXPERT to provide certain of the said Services and specifically to cover the position of the Non-Key Senior expert on "*Action Plan for implementation of ES by 2030*" in line with the **Administrative Order No 09** of the EU Delegation to Moldova .

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

1. GENERAL PROVISIONS

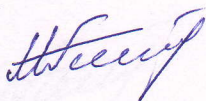
This Agreement shall come into force immediately after it has been signed from both Parties.

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 EXPERT will be Chisinau, Moldova and home office.

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

The Agreement may be modified only by agreement in writing signed by both EXERGIA and the EXPERT. The duration of the assignment may be extended by written notice from the Team Leader.



2. SERVICES AND DELIVERABLES OF THE EXPERT

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

The EXPERT shall be fully responsible for executing the project components, tasks and parts of tasks thereof 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 EXPERT shall be submitted to the Team Leader in electronic format and in line with the template that will be provided by the Team Leader.

The contents of the Deliverables of the EXPERT will be proposed by the EXPERT to the Team Leader who may modify them and agree them with the EXPERT. In the event of disagreement between the EXPERT and the Team Leader about the contents or any other specification regarding the Deliverables of the EXPERT, this Agreement shall terminate immediately by written notice from the Team Leader.

3. OBLIGATIONS OF THE EXPERT

The EXPERT shall carry out the Services assigned to him/her 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 EXPERT by the Team Leader via e-mail.

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

The EXPERT 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 and the Beneficiary.

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

The EXPERT, for the duration of this Agreement, will keep a register of the activities performed and time spent.

The EXPERT, within 2 working days after the end of each month, shall submit signed time-sheets, in accordance with the EU format for the time spent in the project. Charging work days during weekends and public holidays is not permitted without prior written approval by the Team Leader.

The EXPERT 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 Project Beneficiary, or any other project stakeholders 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 EXPERT such information, data and the financial resources as is relevant and necessary for the performance of the EXPERT in accordance with this Agreement.

EXERGIA shall at all times co-operate with the EXPERT 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 EXPERT 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 the EXPERT under this Agreement that are not part of the obligations of the EXPERT under this Agreement but necessary to deliver the final Deliverables to the Client and to the Beneficiary.

4. PAYMENT - FINANCIAL ARRANGEMENTS

The EXPERT shall allocate maximum 45 work-days over the period of duration of the assignment for the accomplishment of the Services related to this Agreement.

In return for the Services to be provided by the EXPERT under this Agreement, EXERGIA will pay the

EXPERT for maximum 45 (forty five) work days with a fee rate of 160 (one hundred sixty) euro/work-day. The maximum total remuneration is 7200 (seven thousand two hundred) euro.

Travel costs to and from Chisinau, accommodation, living expenses and communications costs are included in the fee rate and will be covered by the EXPERT.

For his/her payment, the Expert will submit timesheets and issue invoices addressed to:

EXERGIA S.A.

Energy and Environment Consultants

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

VAT No EL 094327856

VAT does not apply and is not payable by EXERGIA.

The method of payment shall be quoted in the invoice and may be cash transfer in Euro or in Moldovan Lei or bank transfer from the EXERGIA project office to the bank account indicated in the invoice.

The conversion rate from Euro to Lei is the conversion rate applied by the EXERGIA's bank for the latest bank transaction from Euro account to Lei account of EXERGIA, indicated in the relevant bank document.

The payment of the remuneration to the EXPERT shall be made out as follows:

1. First interim payment according to the timesheets with the completion of the draft report.
2. Final balance payment according to the timesheets following the acceptance of all deliverables related to this agreement by the Beneficiary.

Payments will be effected within 15 calendar days from the receipt by EXERGIA of the timesheets and the invoice from the EXPERT.

The EXPERT 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 EXPERT.

The EXPERT shall be responsible for any liability to taxes and social charges arising from his/her input to and remuneration by the Project. EXERGIA and its Partners in the EXERGIA Consortium have no liability in this regard. The EXPERT shall indemnify and keep indemnifying the Government Authorities against any claim made or to be made against the EXERGIA Consortium with respect to income tax, social charges and associated levies arising out of any allegation that the EXPERT is an employee, servant or agent of the EXERGIA Consortium and by virtue of this Agreement or otherwise, together with all costs, expenses, interest and penalties incurred by the EXERGIA Consortium in connection with any such claim.

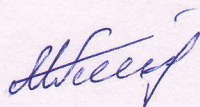
The EXPERT undertakes to ensure that has appropriate medical and travel insurance coverage and frees EXERGIA of any liabilities with regards to incidences of sickness or accident of the EXPERT during his/her participation in the Project.

5. MISCELLANEOUS PROVISIONS

In the event the Client is not satisfied from the result of the EXPERT's work and requires amendments / modifications to the draft Deliverables, the EXPERT shall provide the necessary work input and effort for the satisfaction of the Client's request at no extra cost beyond the maximum remuneration for fees foreseen in this Agreement.

If the Client does not approve the work-days reported by the EXPERT through the timesheets, the remuneration of the EXPERT's fees will be reduced to the fees corresponding to the man-days approved by the Client.

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



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.

6. 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.

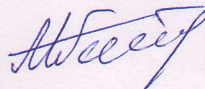
This Agreement is signed in 2 copies, each of the parties receiving one.

For EXERGIA S.A. :

For the EXPERT



George Georgocostas
General Director / Team Leader



Mihai Tirsu

ANNEX 1: General Conditions for Experts' Agreements

ANNEX 2: Terms of Reference of the Assignment