



Service Contract

In the framework of the Grant Contract N°ENI/2019/411- 865
EU4Business: Connecting Companies

This Service Contract (hereafter referred as the “**Contract**”) is made by and between:

Eurochambres, the Association of European Chambers of Commerce AISBL, in short Eurochambres.
Av. Des Arts 19A/D, 1000 Brussels, Belgium
VAT BE 0417 324.583
Represented by **Ben Butters**, Chief Executive Officer

Hereafter referred as the “**Client**”,

and

SCP Parsec
Limited Liability Company
59/B str. Mitropolit Gavriil Banulescu-Bodoni mun. Chisinau, Moldova, MD 2005
VAT 0609462
Represented by **Victor Nicolaescu**, Executive director

Hereafter referred as the “**Contractor**”.

Whereas, on 12 December 2019, the Client signed a grant contract n° ENI/2019/411-865 with the European Union (EU) to implement the project “EU4Business: Connecting Companies (EU4BCC)” (hereafter referred the “Grant Contract”).

Whereas this project aims to increase the capacity of Business Support Organisations (BSOs) from the Eastern Partnership (EaP) countries (Armenia, Azerbaijan, Georgia, Moldova, and Ukraine) and to foster economic relations between the SMEs in five economic sectors: i) bio-organic food, ii) creative industries, iii) textile, iv) tourism, and v) wine.

Whereas, on 31 October 2023, the EU amended the Grant Contract for the fourth time to extend the duration of the contract until December 2024 and to include new activities, including a Closing Conference for the project.

Whereas, on 2 July 2024, the Client launched a Call for Tenders to identify potential service providers having the capacity to fulfil the technical and financial requirements set out in the Call for Tenders (see **Annex 2**).

Whereas, to assess the offers, Eurochambres set up a selection committee which met on the following dates: 22 July 2024 and 24 July 2024.

Whereas the proposal of the Client obtained the highest score in the evaluation process.

In consideration of the foregoing, the Client and the Contractor (hereafter referred individually as the “Party” and together as the “Parties”) agree as follows:

Article 1. Legal background of the service contract



The Contract is signed in the framework of the grant contract n° ENI/2019/411-865 to implement the project “EU4Business: Connecting Companies” and subsequent amendments.

Therefore, some of the provisions of the general conditions of the Grant Contract as outlined in Annex 1 are applicable to the Contractor (see **Annex 1**).

Article 2. Object of the contract and obligations

2.1 The Contractor undertakes to implement with due care and diligence and with the highest professional standards the activities as described in detail in the Call for Tenders (see **Annex 2**) (hereafter referred as the “**Services**”) and according to the Contractor’s technical and financial proposals (see **Annex 3**).

2.2 A Closing Conference shall be organised by the Contractor in October 2024.

2.3 The technical and financial reports of the activity shall be sent by the Contractor to the Client via email to the following email address eu4bcc@eurochambres.eu by 24 November 2024 at the very latest.

2.4 In this context, the Parties have agreed to the provisional time as outlined in Annex 4 (see **Annex 4**).

Article 3. Duration of the contract - Extension

3.1 The Contract shall come into force on the date of its last signature by the Parties and shall remain in full force and effect until the completion of the Services, unless terminated earlier by the Client.

3.2 This Contract may be extended by mutual written agreement of the Parties.

Article 4. Termination of the contract

4.1 Except in the case of anticipated termination, the Contract shall terminate upon completion of the Services. Notwithstanding the foregoing, article 16 of Annex 1 shall remain in full effect for the duration of the obligation laid down therein. Furthermore, the obligations on record keeping, confidentiality, data protection and intellectual property rights (IPR) shall survive the termination of this Contract.

4.2 The Client shall have the right to terminate the Contract for any reason by giving the Contractor at least 20 days’ prior written notice. In such case, the Contractor shall be entitled to the payment of the work already performed.

4.3 The Client shall have the right to terminate the Contract with immediate effect and without the payment of any fees if the Contractor breaches its obligations under this Contract or fails to fulfil the obligations as outlined herein. In such case, the Client may request the reimbursement of all advanced fees and cannot be held liable for any contractual obligations hereunder.

Article 5. Obligations of the Parties and Damage

5.1 The Client shall provide the Contractor with all the necessary information for the Contractor’s proper performance of the Services.

5.2 The Contractor shall perform the Services according to the time schedule as agreed upon with the Client (see **Annex 4**). In case of any delays in the execution of the Services by the Contractor, the Contractor shall immediately inform the Client of the delay, the causes thereof and the corrective



measures proposed. If a new schedule is agreed between the Parties and corrective actions are defined in the occurrence of delays, the Contractor shall comply with the new agreed schedule.

5.3 Should the failure of the Contractor to provide the Services on time and according to the specifications and obligations outlined herein cause damage to the Client, it shall be entitled to compensation of such damage in accordance with the law governing the contract.

Article 6. Contact person of the Contract

6.1 Contact person of the contract:

The Client has appointed:
Laura Velasco: Team leader
E-mail: velasco@eurochambres.eu

The Contractor has appointed as coordinating person:
Ana-Maria Pirlog, Project manager
Email: anapirlog9@gmail.com

6.2 The Contractor guarantees the above person has the required expertise and qualifications and undertakes to inform the Client in due time of any change of the contact person.

Article 7. Protection of personal data - Visibility of European Union funding

7.1 The Contractor must process personal data under this Contract in compliance with applicable EU and national law on data protection (including authorisations or notification requirements) and solely for the purposes of the performance of the Services under this Contract.

7.2 The Contractor shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.

7.3 If the Contractor needs to take pictures, video or audio recording of persons, the Contractor shall obtain and collect the prior explicit consent of the persons concerned. Such written consent shall be submitted in writing by the Contractor to the Client before the deliverables are finalised.

7.4 In accordance with article 6 of Annex 1, the Contractor shall fully comply with and respect the visibility rules of the European Union. [Hyperlink](#) to the visibility manual published by the European Union.

Article 8. Confidentiality

8.1 The Contractor must treat with confidentiality all information, data or documents, in any format, disclosed by the Client in writing or orally in relation to the implementation of this Contract for a period of 10 years after termination of this Contract.

8.2 The Contractor shall not use confidential information for any aim other than fulfilling their obligations under this Contract and shall not disclose directly or indirectly confidential information to third parties, unless otherwise agreed in writing with the Client.

Article 9. Intellectual Property Rights



9.1 The Contractor shall guarantee that all material delivered to the Client within the framework of this Contract does not infringe any rights of third parties, whether industrial, intellectual property or any other.

9.2 The Contractor agrees that all results or rights attached to this Contract, whether finished or unfinished, including copyright and other intellectual property rights are transferred to the Client. This means that all materials and documents stemming from this Contract cannot be used by the Contractor for its own purpose without the written agreement of the Client.

Article 10. Subcontracting

10.1 Prior to the Client's written approval, the Contractor is allowed to subcontract part of the Service, provided that the subcontracting does not involve any of the core activities, such as management or reporting.

Article 11. Financial agreement - Modalities of payment

11.1 The fees of this Contract are established in Euro. The maximum Contract value is 79,500 euro (VAT and taxes excluded).

11.2 Modalities of payments

- First instalment: 60% of the above-mentioned amount will be paid to the Contractor after the signature of the Contract and within 30 days of receipt of the correct invoice.
- Final payment: 40% will be paid after the implementation of the activities (outcomes should be fully reached) and after approval of the final report and justifications if any (please refer to section 4) and within 45 days of receipt of the correct invoice.

11.3 The approval of the final report is conditional upon the fulfilment of the terms as outlined in the Call for Tender (see **Annex 2**) and dependant on the results of the activities.

11.4 Due payments by the Client will be made in Euro to the following bank account:

Holder: **SCP Parsec SRL**
IBAN: **MD30PR002224179627001978**
Swift code: **PRCBMD22**
Bank: **BC "ProCredit Bank" S.A. Chişinău, bd. Ştefan cel Mare şi Sfânt, nr. 65, of.901**
Intermediary bank: **ProCredit Bank AG, Frankfurt am Main, Germany, SWIFT Code: PRCBDEFF**

Article 12. Additional services

12.1 From time to time, the Parties may agree in writing to add specific additional services to the scope of the agreed Services (see Article 2). Any such additional services shall be agreed in writing, and the Parties shall mutually agree on the costs, term and level of the additional services to be provided.

Article 13. Amendments and Modifications

13.1 No amendment, modification or addition to this Contract shall be effective or binding on either Party unless agreed upon in writing and signed by duly authorised representatives of the Parties.

Article 14. Applicable Law, Jurisdiction and Disputes



14.1 This Contract is subject to the Belgian Law. Any disputes arising from this Contract, which cannot be resolved by mutual agreement between the Parties, shall be submitted to the Courts of Brussels, which shall have exclusive jurisdiction.

Article 15. Entire contract and annexes

The annexes listed below form an integral part of the Contract:

- Annex 1 Provisions of the General conditions of the grant contract n° ENI/2019/411-865 applicable to subcontractors
- Annex 2 Call for Tenders
- Annex 3 Contractor Proposal
- Annex 4 Provisional Timeline
- Annex 5 Reporting templates

Made up in two (2) originals, each Party acknowledging having received an original duly signed by the other Party or electronically signed by the Parties, in which case the Parties confirm that the Contract has been duly signed in electronic format.

For the Client

For the Contractor

Ben Butters, CEO

Victor Nicolaescu, Executive director