

SERVICE CONTRACT

Between

Particip GmbH
Merzhauser Str. 183 D - 79100
Freiburg Germany
Particip GmbH, Legal form: GmbH (limited) Statutory seat: Freiburg
Court: Amtsgericht Freiburg, HRB 5459
VAT No.: DE 142 927 394

(“Particip”),

S.C. “Eventica Grup” S.R.L.
7 Renasterii Nationale Str.
Chisinau, Republic of Moldova
VAT No.: 0305389
Tax No. 1006600006870
IBAN: MD40ML000002224409006263
BC “Moldindconbank” S.A

(“the Contractor”)

of the other part,

have agreed as follows:

(1) Subject

The subject of this Contract is providing support within the framework of the “**Visibility of EU and EU assistance in the Republic of Moldova in 2023**” project implemented by Particip GmbH (EU specific contract number: NEAR/KIV/2022/EA-SP/0150). Particip’s internal project code is 22-0179-000-MDA-VISI-COM-23.

The contractor declares to know and accept the conditions of the main contract and specific ToR for this assignment and will carry out her/his duties in conformity with these.

(2) Scope of services

The Contractor will:

All services under this contract are detailed in Annex 1.

(3) Total budget

This Contract is established in EUR, for a maximum amount of **112621,96 EUR**. The contractor will pay its staff in an adequate manner for the provision of services related to this contract, thus:

- 50000 EUR of the total amount will be paid by "Strategic Communication and Support to Mass-Media" (StratCom) project;
- Particip pays the remaining amount of 62621,96 EUR, with the right to make and pay directly to certain service providers, in agreement with the provider, e.g. volunteers, moderators, interpreters and others.

(4) Commencement Date

1st May 2023

(5) Period of execution

The overall period of execution is **1 month**.

(6) Reporting

The Contractor shall provide reports on progress upon request by Particip.

(7) Payments and Bank Account

8.1 Payments will be made in Euro into the bank account notified by the Service Provider, based on a correct and complete invoice from the Service Provider to Particip, corresponding to the provided template.

8.2 The payments will be made according to the following schedule:

Payment is made in two stages.

Stage 1: advance payment of 50% of the total contract value will be processed until May 5th.

Stage 2: payment after delivery of all requested services and their approval by Particip and the EU Delegation to the Republic of Moldova.

Payments will be made within 15 working days upon receipt of a correct and complete invoice by Particip.

In case of an audit, the Contractor will provide requested information on its services to the auditor and Particip upon request. If the relevant information cannot be provided in a timely manner and this has financial consequences for Particip, the Contractor agrees to indemnify Particip accordingly.

(8) Unsatisfactory performance

In the event that the Contractor is not fulfilling his contractual obligations or is performing unsatisfactorily, Particip is entitled to suspend payments to the Service Provider for as long as the delivery of his services and outputs remains unsatisfactory to the EU Delegation or Particip.

(9) Insurances

The Contractor declares that for the entire duration of this contract he has full coverage of all necessary insurances according to Article 13 of the General Conditions governing FWC COM 2015.

The costs of these insurances are covered by the fees agreed on above. The Contractor declares that she has no claims towards Particip to cover any such costs. The Contractor will indemnify Particip against any possible claims made by the Contracting Authority or any other party in connection with the insurance coverage of the Contractor.

(10) General Obligations of the Contractor

10.1 The Contractor shall perform the services with due care, efficiency and diligence, in accordance with the best professional practices and in compliance with all contractual documents

10.2 The Contractor shall respect and abide by all laws and regulations in force in the country of operation. The Contractor shall indemnify Particip against any claims and proceedings arising from any infringement by the Contractor of such laws and regulations

10.3 For the duration of this contract, the Contractor shall respect the political, cultural and religious practices prevailing in the country of operation.

10.4 The Contractor shall at all times act loyally and impartially and as a faithful adviser to all relevant institutions in the country of operation in accordance with the rules and/or code of conduct of her/his profession as well as with appropriate discretion.

10.5 The Contractor shall respect the principles relating to processing of personal data pursuant to Art. 5 (1) General Data Protection Regulation. This provision applies to all personal data the Contractor gets access to or knowledge of in the frame of his/her assignment with Particip and shall remain in force after the termination of this contract. The Contractor ensures prior consent from individuals featured in the outputs.

10.6 The Contractor shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of this contract or the project, unless it is agreed by Particip in writing that she/he may. The title rights, copyrights and all other rights of whatsoever nature in any material and documents prepared by the Contractor in the performance of this contract shall be confidential and shall be the absolute property of the Contracting Authority of the main contract. However, Particip may delegate its rights to a third party, if convenient. The contractor shall, upon completion of this contract, deliver all such documents and data to Particip. The contractor may retain copies of such documents and data, but shall not use them for purposes unrelated to this contract without prior written approval of Particip

(11) Termination of the contract

11.1 Particip may terminate this contract with the Contractor without notice and with the corresponding reduction of duties and remuneration of the Contractor, in any of the following cases:

- the Contractor refuses or neglects to carry out administrative orders given by the European Union Delegation or by Particip;
- the European Union Delegation requests Particip to replace the Contractor for whatever reason or expresses serious discontent with the services provided by the Contractor;
- the European Union Delegation terminates the main contract (mentioned in § 1) with Particip or reduces its scope or duration.
- The country of operations withdraw the work permit of the Contractor for reasons beyond Particip's control.

Such termination shall be without prejudice to any other rights under this contract. In the event of such termination, the Contractor shall pay Particip for any loss or injury Particip may have suffered.

11.2 Particip may terminate this contract with the Contractor after giving 7(seven) days notice to the Contractor, and with the corresponding reduction of duties and remuneration of the Contractor, in any of the following cases:

- the contractor fails to carry out the services substantially in accordance with this contract
- the contractor fails to comply within a reasonable time with the notice given by the European Commission, other relevant authorities in the country of operation or by Particip requiring him to make good the neglect or failure to perform his obligations under this contract which seriously affects the proper and timely performance of the services. Such termination shall be without prejudice to any other rights under this contract.

11.3 The Contractor may, after giving 7 (seven) days' notice to Particip, terminate this contract if Particip

- fails to pay the Contractor the amounts due under the regulations of this contract within 15 work days of receipt of an invoice and its respective supporting documents.
- consistently fails to meet its contractual obligations after repeated reminders.

11.4 Should the main contract be amended, suspended or cancelled for reasons of force majeure which arise after the date of signature of this contract, neither party shall be considered to be in default or in breach of its obligations under the contract. Force majeure shall be defined as in Art. 38.2 of the main contract.

(12) Law and Language of the Contract

12.1 The law of the Republic of Moldova shall govern all matters not covered by the Contract.

12.2 The language of the Contract and of all written communications between the Service Provider and Particip shall be English.

(13) Tax and Customs Arrangements

The Contract value includes all duties and taxes, if any applicable, but excluding VAT.

(14) Dispute Settlement

14.1 Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the Court of Chisinau, Republic of Moldova.

(15) Other Specific Conditions Applying to the Contract

The Service Provider must take the necessary measures to ensure the visibility of Particip.

Done in English in two originals, one original being for Particip, one original being for the Service Provider.

For the Contractor

Name: Seghei Buchin

Title: Director

Signature:

Date: 01.05.2023



For Particip

Name: Christine Lange

Title: Project Manager, Particip GmbH

Signature:

Date: 03.05.2023

PARTICIP GmbH
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A blue ink signature of Christine Lange.

**Cost estimates for the organization
events dedicated to Europe Day 2023**

Table 1. Illumination of the Government building

Government building

09.05.2023

Nº	Item	Notes	Amount, Euro
1	Ensure the illumination of the Government building	Blue lighting background: 14x CityWashLed 1200, Yellow stars lighting: 12 SBX-moving head, Podium, security	1000,00
2	Total		1000,00
3	VAT	0%	0,00
4	Grand Total		1000,00

Table 2. Reception

Capitales Park

10.05.2023

Nº	Item	Notes	Amount, Euro
1	Technical support for the organisation of the event	The price includes services: technical support for the organization of the event, video operator.	1050,00
		Video director to control the screen	100,00
		Backline for the band	150,00
2	A photo area for all guests, by providing a high-quality printed banner with Europe Day 2023 branding of at least 7m wide and appropriate support structure to hold it firmly-10may	The budget includes a double-sided panel 7*0.7*3, 10 signs, erection and dismantling of the structure for the event on May 10 in Capitales Park and on May 13 in the Great National Assembly Square.	2140,00
3		The price includes transportation of EU flags and all EU MS and Rep of Moldova from Europe Café. Rent of a tribune with the logo of the event, flower arrangements for the stage.	1930,00
4	Total		5370,00
5	VAT	0%	0,00
6	Grand Total		5370,00

Table 3. Technical support - European Village in Chisinau

Great National Assembly Square, Chisinau

13.05.2023

№	Item	Notes	Amount, Euro
Stage system			
1	Roof and stage	15m*13m*9m+14m*12m.	1410,00
2	Rigging trus and hoists for light, screen and sound	6 lines+ 20*electric hoist	600,00
3	Additional podium on stage	16*2m.	240,00
4	Podium for cameramans	Camera cran -3*4, 2*1 - 3 pcs. Incl. fences	150,00
5	FOH tent	FOH tent	500,00
6	INFO Towers	6m*2m*2m- 2 pcs. Incl. banners	876,00
7	Sound and screen towers	Scaffolding system - 12m*8m*4m x 2 pcs.	2000,00
8	Branding stage	Banner on the visor of the stage	1400,00
		Banner- mesh on the sidewalls of the stage -2 pcs.	1300,00
		Banner for crowd barriers	240,00
		Banner for sound towers	4300,00
Sound system			
9	FOH power amplifying	Meyer Sound Milo x 30 pcs; Meyer Sound 700HP - sub - 18 pcs; Meyer sound Melodie - 24 pcs FRONTFILL	2500,00
10	Monitoring	Meyer sound MJF212 monitors - 4 pcs; RCF TT-25CXA - 8 pcs; Sennheiser G4 in-ear.	900,00
11	Backline	Combo, drums, microphones	
12	Sound console	Yamaha CL5+RIO 3224* 2 set.	
Lighting system			
13	Lighting	Moving head Platinum SBX - 24 pcs; Followspot 2500 * 2 pcs/ KL Fresnel 8 - 16; Moving HeadWash Z350 -32 pcs; Blinder - 18 pcs+ strob LED - 40 pcs.	3310,00
Screens			
14	Central screen on stage	12m*4m	1715,00
15	Side screens - close-up of the artist	3,5*4,50- 2 pcs incl. electric hoist * 4 pcs.	1100,00
16	Video sistem for side screen	2 camera cameras, media server and mixer	250,00
17	Visuals for screen	Graphic pack and video for the screen, screensavers, video accompaniment of the concert program	400,00
Live stream			
18	Fixed Cameras	3 pcs.	450,00
19	Crane-camera	12 m.	400,00
20	Drone Camera	With fullhd radio	150,00
21	Video Director	Incl video mixer	200,00
22	Internet	50 Mbps upload	180,00
23	Stream service	Server/engineer	150,00
24	Graphics package for stream	Set	300,00

Miscellaneous expences			
25	Crowd barrier	40 m.	300,00
26	Cable defensing	100 m.	200,00
27	Fence fence at the back of the stage - Heras	100 m.	200,00
28	Backstage for artists	For artists and for band - 4 pieces	400,00
29	Security	10 pers. - 8 hour	500,00
30	Electricity	Estimated consumption, MAIN BZUM, distro system 250A for only stage system-sound, videoscreen and lighting	3500,00
31	Fire Department	11 hours	400,00
32	Ambulance	11 hours	800,00
33	Rental of garbage cans and garbage containers	Rental of garbage cans, including 20 garbage containers, waste bags.	323,00
34	Administration of the technical part of the project		1500,00
35	Creative logistics	Stage director, director, asistents	2000,00
36	Total		35144,00
37	VAT		0% 0,00
38	Grand Total		35144,00

Table 4. Art part - European Village in Chisinau

Great National Assembly Square, Chisinau

13.05.2023

Nº	Item	Notes	Amount, Euro
1	Zdob și Zdub	Program 40 min.	10000,00
2	Satoshi	Program 40 min.	2000,00
3	Ethno Republic	Program 40 min.	3500,00
4	Presenters	Sergiu Beznitchi and Dana Ciobanu	1300,00
5	Design services		1400,00
6	Volunteers. Chisinau	The cost includes the cost of food and water for volunteers - 100 pers.	2500,00
7	Total		20700,00
8	VAT		0% 0,00
9	Grand Total		20700,00

Table 5. Expo - European Village in Chisinau

Great National Assembly Square, Chisinau

13.05.2023

Nº	Item	Notes	Amount, Euro
1	Tents for Embassies	6m*4m - 20 pcs.	2560,00
2	Tents for GOV	8m*4m - 1 pcs.	253,00
3	Tents for projects 6*4	6m*4m - 15 pcs.	1920,00
4	Tents for projects 3*3	3m*3m - 5 pcs.	538,46
5	Tent for Kids Corner	12m*12m - 1 pcs. / Installation and dismantling of green carpet	1090,00
6	Furniture	Chairs simple - 350 pcs., Chairs Hilton - 120 pcs., Tables-180 pcs.	4760,00
7	Branding of the tent with signs for each EU funded project / embassy of an EU member state.	The price includes signs for the courts with the name of the projects and participating countries.	1992,00
8	Electricity	Estimated consumption, 6 distro+500 m. of cables - rent and salary	2700,00
9	Volunteers	T-shirt and baseball cap for volunteers - 100 pers.	2000,00
10	Fences 2m*1m	100 m.	200,00
11	Cargo		600,00
12	Logistics expo	Autorizations, crew for participants	900,00
13	Total		19513,46
14	VAT		0% 0,00
15	Grand Total		19513,46

Table 6. Lighting for Triumph Arch

Great National Assembly Square, Chisinau

13.05.2023

Nº	Item	Notes	Amount, Euro
1	Central Tower- scaffold	6m*2m*2m incl banners*4pcs - 1 piece	438,00
2	Lighting equipment	LedWash 1200 - 8 pcs; Gobo Projector - 1 pcs.	200,00
3	Podium for projectors	2*1 - 3 pcs. incl fences	75,00
4	Cable defenders	20m.	40,00
5	Total		753,00
6	VAT		0% 0,00
7	Grand Total		753,00

Table 7. Technical support - European Village in Leova

Leova

20.05.2023

№	Item	Notes	Amount, Euro
Program			
1	Main Artist	Zdob și Zdub	10000,00
Stage			
2	Roof and stage	10m*8m*8m (roof)+10m*8m(podium)	1000,00
3	Rigging trus and hoists for light, screen and sound	3 lines+ 6*electric hoist	300,00
4	Layer Truss Tower Metal Scaffold	for sound	600,00
5	FOH tent	tent 4m*4m.	100,00
6	Branding	banner- mesh on the sidewalls of the stage -2 pcs.	670,00
		banner for front of podium	120,00
		banner- mesh on the backside of the stage -1 pcs.	480,00
Sound system			
7	FOH power amplifying	Meyer Sound 700HP - sub - 8 pcs; Meyer Sound Milo - 12 pcs; Meyer sound Melodie - 6 pcs FRONTFILL	1000,00
8	Monitoring	Meyer sound MJF212 monitors - 4 pcs; RCF TT-25CX A - 6 pcs; Sennheiser G4 in-ear.	600,00
9	Backline	Combo, drums, microphones	
10	Sound console	Yamaha CL5+RIO 3224* 1 pcs.	
Lighting system			
11	Lighting	KL Fresnel 8 - 6 pcs; Moving HeadWash Z350 -10 pcs; Moving Head SBX - 10 pcs; Led Strobo - 12 pcs.	900,00
Miscellaneous expences			
12	Photo Wall	Metal structure 8*4 and a banner	400,00
13	Expo	Tent 3*3 -5 pcs /tent 4*4 - 3 pcs /tent 6*4- 6 pcs; simple chair - 22 pcs. / Hilton chair - 25 pcs; tables - 37 pcs; cargo service /salary	2654,00
14	Electricity	Cables and distribution	250,00
15	Branding of the tent with signs for each EU funded project / embassy of an EU member state.	The price includes signs for the courts with the name of the projects and participating countries. Two metal structures 6*2*2, banners	1140,00
16	Backstage for artists	For artists and for band - 2 pieces	200,00
17	Crowd barrier	20m	200,00
18	Stream service	3 cameraman; director; mixer; stream service	850,00
19	Graphics package for stream	Set	250,00

20	Volunteers	The cost includes the cost of food and water for volunteers -20 pers.	500,00
21	Volunteers	T-shirt and baseball cap for volunteers - 20 pers.	400,00
22	Security		0,00
23	BIO WC	Sanitary conditions (public toilets) for the public and volunteers participating at the events	0,00
24	Cargo service	Truck 6m - 4 pcs+1 crafter+1 pass	1640,00
25	Accomodation	1 night/10 pers+ 10 pers -2 daily food set	337,50
26	Administration of the technical part of the project		900,00
27	Total		25491,50
28	VAT	0%	0,00
29	Grand Total		25491,50

Table 8. Promo materials - Europe Day 2023

№	Item	Notes	Amount, Euro
1	Promo Europe Day 2023	Jingle; Europe Days Promo (general video); Concert Promo (May 13); Promo (May 20); Included in the price: Graphic design services, recording studio, voice 2 actors.	2400,00
2	Printed products	The price includes: Flags with event branding. Badges for all staff: organizers, technical services, volunteers, artists. Diplomas. Decorative elements for the photo zone, a map of the town in Chisinau and Leova- for embassies, projects and volunteers. Pass for car embassies and projects, for entry and exit to the territory of the Square on the day of the event. Names of speakers for the official part of the opening.	2250,00
3	Total		4650,00
4	VAT	0%	0,00
5	Grand Total		4650,00

GRAND TOTAL

Nº	Item	Notes	Amount, Euro
1	Illumination of the Government building		1000,00
2	Reception		5370,00
3	Technical support - European Village in Chisinau		35144,00
4	Art part - European Village in Chisinau		20700,00
5	Expo - European Village in Chisinau		19513,46
6	Lighting for Triumph Arch		753,00
7	Technical support - European Village in Leova		25491,50
8	Promo materials - Europe Day 2023		4650,00
9	Total		112621,96
10	VAT	0%	0,00
11	Grand Total		112621,96