

Sub-contracting agreement

Between

Agriculture & Finance Consultants GmbH
Baunscheidtstr. 17
53113 Bonn
Germany

- (AFC) -

and

Profile Communications SRL
Ion Nistor Str. 53a
Chisinau, Moldova

- (Sub-contractor) -

1. Terms of Reference

In 2018, AFC Agriculture and Finance Consultants GmbH has been selected by EIB (European Investment Bank) to implement the project "Technical Assistance for the "Fruit Garden of Moldova" credit line in support of small and medium enterprises from the Republic of Moldova".

In this function, AFC also supports the communication of EIB and EU to the Moldovan public.

Profile Communications SRL as Sub-contractor of AFC implements a communication campaign about what the EU together with the EIB are doing for the people of Moldova. The Sub-contractor's detailed tasks are described in the ToR (Annex 1) and the Technical Proposal (Annex 2), which forms an integral part of this contract.

2. Sub-contractor's deployment and duration of the Sub-contracting agreement

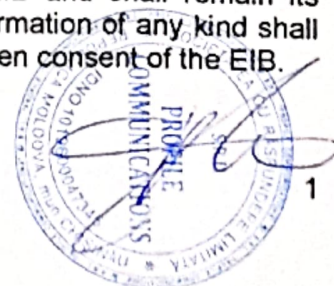
The time frame for carrying out the tasks starts on the day this Sub-contracting agreement is signed and lasts **till 15 of December 2021**.

3. Report obligations

The Sub-contractor undertakes to hand over in due form, on time, and in accordance with the ToR (Annex 1) and other possible agreements to be entered into later, the reports and documents to be submitted by AFC to EIB.

4. Ownership of communication products

1. All information and communication outputs from the campaigns (audio, video, digital, cyber, project documents, etc.) are the sole property of the EIB and shall remain its property. The EIB shall have exclusive rights over their use. Information of any kind shall not be disclosed to the public or used in any form without the written consent of the EIB.



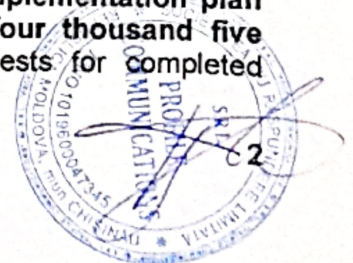
2. All rights reserved for the EIB. Videos can be used by various stakeholders with the EIB's written permission only, fully attributed to the EIB, and with no alterations to the original material.
3. All persons whose image or voices are recognisable in campaign communication outputs must sign a consent form in line with the EU General Data Protection Regulation (GDPR) for the usage of their image for public relations, online and print publications worldwide. A form of consent must be obtained from the parent or legal guardian of minors. A template form of consent is provided by AFC. Signed consent forms and proof of rights clearance for music must be provided together with the relevant final versions of communication products.

5. Visibility and branding rules and communication with EIB

1. The Sub-contractor adhere to the visibility and branding rules as laid down in the
 - ▶ EU/EIB Brand Book Moldova (Annex 3), and the
 - ▶ Communication and Visibility Requirements in EU-financed external actions (to be downloaded here:
https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/visibility_requirements_near_english.pdf
2. The Sub-contractor must take the necessary measures to ensure the visibility of the funding sources (EIB and EU) of each activity. Such measures must be in accordance with the applicable rules on visibility.
3. No other logo than that of EU, EIB and the Government of Moldova shall appear on the developed communication products. The possibility of the mentioning of the Sub-contractor and of AFC shall be decided on a case by case basis by both partners and needs approval of EIB.
4. All communication products and deliverables shall be closely coordinated and agreed with AFC and require EIB approval before they can be used for the communication campaign.
5. AFC is the main contact partner of the Sub-contractor and will do the entire communication with EIB.

6. Remuneration and reimbursement of expenses

1. The Sub-contractor shall receive the following remuneration for the tasks to be performed:
 - a) For revising the communication plan and elaborating the implementation plan a **lump-sum of 1,500.00 EUR (one thousand five hundred)** is paid (Deliverable 1). An advance payment of 50% can be requested at the start of the contract. The remaining is due as soon as the revised communication and implementation plan is approved by AFC and EIB.
 - b) For the implementation of the communication activities including costs of management overhead, quality assurance, monitoring, experts, travel, accommodation, etc. a **lump-sum of 24,000.00 EUR (twenty-four thousand)** is paid. This sum is paid in four rates of 25%: the first rate is due after approval of the 1st Quarterly Report (20.03.21); the second rate after approval of the 2nd Quarterly Report (20.06.21); the third rate after approval of the 3rd Quarterly Report (20.09.21) and the last rate after approval of the Final Report (20.12.21). An advance payment of 15% can be requested after the "detailed, costed implementation plan" has been approved. The advance will be settled with the payment of the first rate.
 - c) According to the by EIB and AFC approved **detailed, costed implementation plan** (Deliverable 2) up to **124,500.00 EUR (one hundred twenty-four thousand five hundred)** will be paid for completed services. Payment requests for completed



services need a signature of the AFC representative located in Chisinau. Advance payments of up to 20.000,00 EUR can be requested. An advance needs to be accounted for at least 60%, before a new advance payment request can be issued. Maximal two not settled advance payments are allowed at any time.

2. The Sub-contractor's entitlement to remuneration is substantiated by the signed agreement incl. annexes and compliance with it.
3. The Sub-contractor will submit invoices to AFC without VAT according to the above mentioned payment schedule. Services are delivered to a permanent establishment of AFC in Republic of Moldova (Chisinau) and therefore are not taxable under sections §3 of the German VAT Law. By Decision of the Moldovan Government No. 1219/2018, all services for the project "Technical Assistance for the "Fruit Garden of Moldova" credit line in support of small and medium enterprises from the Republic of Moldova" implemented by AFC are VAT-exempt in the Republic of Moldova.
4. The Sub-contractor's final invoice must be presented within one month latest following the end of the contract. Upon the expiration of this period, any such entitlement of the Sub-contractor is forfeited.

7. Insurance cover

AFC expects the Sub-contractor to take out appropriate insurance cover for all staff financed through this agreement, such as, but not limited to, health, accidents, public liability etc.

8. Termination

It is agreed between the parties that this contract can be terminated with a 30 days' notice. Notice of termination must be given in writing (electronic form as a scanned signed original document is acceptable). The right to extraordinary termination remains unaffected.

9. Severability clause / additional agreements

If any provision of the present contract is invalid or unenforceable or becomes invalid or unenforceable, in whole or in part, the validity of the remaining provisions of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced, to the extent possible, by a valid and enforceable provision covering the economic purpose and intended meaning of the invalid or unenforceable provision the parties have originally meant to determine. To be effective, additional agreements and amendments to the contract are only valid if made in writing.

10. Applicable law and place of jurisdiction

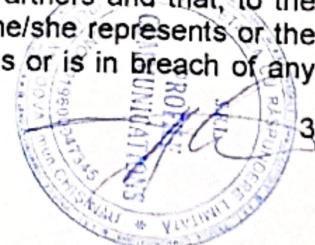
This agreement is subject to German law. For any dispute arising from this agreement the place of jurisdiction is Frankfurt am Main, Germany insofar as the applicable statutory provisions do not necessarily provide otherwise.

11. Confirmation of General Terms and Conditions

By signing this contract, the Sub-contractor confirms to have read and agreed to the General Terms and Conditions which were sent as an appendix to the contract.

12. Confirmation of Code of Conduct for Business Partners

The Code of Conduct for Business Partners forms an integral part of this contract. The Sub-contractor confirms to have read the Code of Conduct for Business Partners and that, to the best of his/her knowledge, neither the undersigned, nor the company he/she represents or the company's staff has been or is subject to investigations or proceedings or is in breach of any



undertakings laid down in the Code of Conduct for Business Partners; And that he/she will inform AFC immediately if there are any changes to this declaration at any stage during the project contract. The Sub-contractor may be subject to administrative sanctions if this declaration proves to be false.

13. Participation in online training

The Sub-contractor confirms that the responsible staff will participate in the online training of GOPA Group on Integrity, Compliance and the Prevention of Corruption within four weeks after the signature of this contract or the latest within four weeks after the start of the project. This training is available on the website of the group portal under GOPA Group Holding – Compliance – Training – Online Self-Learning or under the following link:

<https://e-learning.gopa-group.org/login/index.php>

14. Annexes

The following annexes are an integral part of the present contract:

- 1- Terms of Reference
- 2- Technical Proposal incl. Addendum
- 3- EU/EIB Brand Book Moldova
- 4- AFC General Terms and Conditions for Freelance Contracts (to be signed)
- 5- Code of Conduct (to be signed)

Bonn, _____ of December 2020
Agriculture and Finance Consultants GmbH

Chisinau, 7 of December 2020
Profile Communications SRL

Johannes Buschmeier

Ute Jacob

Viorel Barbănoiu

