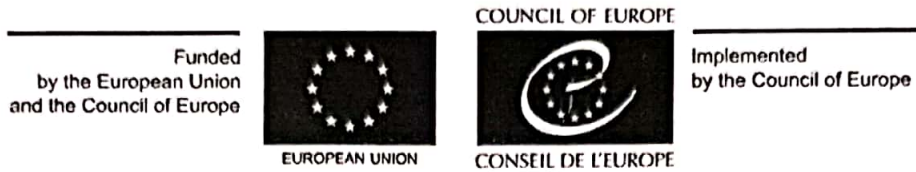


**Programmatic Cooperation Framework for
Armenia, Azerbaijan, Georgia, Republic of Moldova, Ukraine and Belarus**



FIMS N°: 25916

CEAD N°: 38832

PO N°: 524263

SERVICE CONTRACT

for the provision of event organisation, accommodation, catering, local transportation, printing and visibility services for the regional seminar “Citizen participation: an essential tool in local democracy”, to be held on 16 – 17 November 2016 in Chisinau, Moldova, within the Council of Europe Programme “Strengthening institutional frameworks for local governance” in the Eastern Partnership countries

Between the Council of Europe represented by Mr Jose-Luis Herrero, Head of the Council of Europe Office in the Republic of Moldova, hereinafter referred to as “the Council”.

And the Berlizzo Group (Anodilia SRL - Chisinau), represented by Ms Otilia Dragutanu, Director, hereinafter referred to as “the Service provider”.

It is agreed that the Council entrusts the Service Provider with the provision of event organisation, accommodation, catering, local transportation, printing and visibility services for the regional seminar “Citizen participation: an essential tool in local democracy”, to be held on 16 – 17 November 2016 in Chisinau, Moldova, for up to 50 participants (hereinafter referred to as “the Activity”).

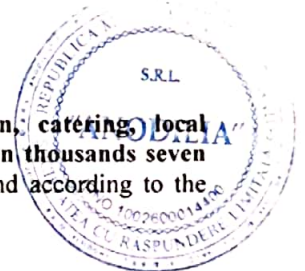
The Service Provider shall in particular ensure that all obligations described in the present contract shall be carried out in a manner guaranteeing the smooth and efficient organisation of the Activity.

Article 1 - Nature of the Services

The subject of this Contract is the provision of event organisation, accommodation, catering, local transportation, printing and visibility services for the total amount of € 18,719.50 (eighteen thousands seven hundred nineteen Euro, 50 Eurocents, VAT exclusive) for organisation of the Activity and according to the specifications indicated in Appendix I of this Contract.

Article 2 – Invoices, Supporting Documents and payment

2.1 Invoices and supporting documents



The prices mentioned are final and not subject to review. The estimated global cost for the services to be paid by the Council is € 18,719.50 (eighteen thousands seven hundred nineteen Euro, 50 Eurocents, VAT exclusive).

Following completion of the seminar "Citizen participation: an essential tool in local democracy" the Service Provider shall address the Council of Europe Office in Chisinau the following documentary evidence, in original:

- (i) detailed invoice(s) in triplicate for the services rendered. A model invoice is attached in Appendix 3 of this contract and may be modified as appropriate to conform to the national legislation in question;
- (ii) any agreements concluded by the Service Provider with sub-contractors in connection with the organisation of this seminar, as well as the corresponding invoices by sub-contractors (see Article 7);
- (iii) an attendance sheet broken down into half days / full days, specifying the location, date(s) and time(s) of the seminar, to be individually signed by each participant and the Service Provider;
- (iv) an expense form in the format set out in Appendix 4 to this contract countersigned by participants who were reimbursed expenses by the Service Provider and specifying in each case the expenses incurred and reimbursed (such as local travel costs to and from the venue of the seminar for the participants from Moldova (in MDL), and the local travel costs from the duty station to Kiev for participants from Ukraine (equivalent in EUR). The expense form should further include the corresponding invoices and proof of actual expenditure of the expenses reimbursed (travel tickets issued to participants (only public transport - train or bus, and copies of IDs). **No costs shall be reimbursed if participants used the official or private cars.**

The aforementioned invoices and supporting documents shall be submitted in their original version. If for legal reasons the original supporting documents must be retained by the Service Provider, certified copies must be submitted.

2.2 Payment

The expenses for the provision of agreed services shall be paid by the Council following completion of the Activity and **within 30 days of receipt of the final detailed invoices and supporting documents as set out under paragraph 2.1** above and subject to approval of such invoices and documents by the Council. The invoices shall be submitted within one month, the latest, after the services have been carried out.

Payments will be made only for actual services provided / used, in Euro and be made by bank transfer to the Service Provider's bank account as specified in Article 15 below.

Article 3 - Loyalty and Confidentiality

3.1 In the performance of the present contract, the Service Provider will not seek or accept instructions from any government or any authority external to the Council. The Service Provider undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.

3.2 The Service Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any service matters or data that have been or are to be recorded that come to the Service Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract [or the applicable legislation concerning the collection of personal data by hotels], or expressly authorised to do so by the Secretary General of the Council of Europe, the Service Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and which has come to the Service Provider's notice as a result of dealings with the Council. Nor shall the Service Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

Article 4 - Use of the Council's name and Results

The Service Provider shall not use the Council's name, flag or logo without prior authorisation of the Secretary General of the Council.

Article 5 – Health, social and travel insurance and security

5.1 The Service Provider shall undertake all necessary measures to arrange for health and social insurance during the entire period of the performance of work under the contract. The Service Provider acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident that might occur during the performance of work under the contract.

5.2 The Service Provider shall take all the necessary measures in order to assure the most efficient security inside of the premises for the Council's staff, material, and for all the group of participants.

Article 6 - Disclosure of the Terms of the Contract

6.1. The Service Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors. The Service Provider authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Service Provider and amount of the contract/project.

6.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Service Provider.

Article 7 – Sub-contracting

The Service Provider may not subcontract all or part of the services without the Council's prior authorisation in writing.

Article 8 – Fiscal obligations of the Service Provider and Prevention of Fraud

8.1 The Service Provider undertakes to observe any applicable law and to comply with his/her fiscal obligations in conformity with the legislation of the Service Provider's country of fiscal residence in:

- submitting (an) invoice(s) to the Council in conformity with the applicable legislation¹;
- declaring all payments received from the Council for tax purposes as required in his/her country of fiscal residence.

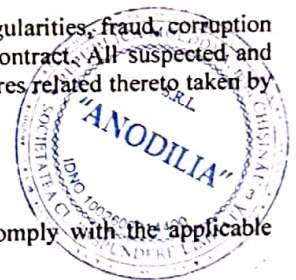
8.2 The Service Provider further undertakes to take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the organisation of the Activity and execution of this contract. All suspected and actual cases of irregularity, fraud and corruption related to this contract, as well as measures related thereto taken by the Service Provider or its sub-contractors, must be reported to the Council without delay.

Article 9 - Other obligations of the Service Provider

9.1 In the performance of the present contract, the Service Provider undertakes to comply with the applicable principles, rules and values of the Council².

¹ The legislation of his/her country of fiscal residence or that of the country in which the services have been provided, as the case may be.

² See www.coe.int and, in particular, Instruction No. 44 of 7 March 2002 on the protection of human dignity, Instruction No. 47 of 28 October 2003 on the use of the Council of Europe's information system and Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.



9.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Service Provider.

9.3 Nothing in this contract may be construed as conferring on the Service Provider the capacity of a Council of Europe staff member or employee.

Article 10 - Changes in the Service Provider's status or standing

10.1 The Service Provider shall inform the Council without delay of any changes in his address or legal domicile or in the address or legal domicile of the person who may represent him.

10.2 By signing this contract the Service Provider declares on his honour that he is not in any of the situations listed below and undertakes to inform the Council without delay if:

- (i) he becomes insolvent, the subject of insolvency proceedings, goes into liquidation, ceases trading or finds himself in any similar situation under the laws of the country in which he is domiciled;
- (ii) he becomes the subject of a request for the opening of insolvency proceedings, (or himself makes such a request) or of any similar proceedings under the laws of the country in which he is domiciled;
- (iii) he is convicted of an offence that puts his professional reliability in question;
- (iv) he is involved in a merger, takeover or change of ownership or there is a change in his legal status;
- (v) where the Service Provider is a consortium or similar entity, if there is a change in membership or partnership;
- (vi) he is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- (vii) he is in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is subject to a procedure of the same kind;
- (viii) he has received a judgment with res judicata force, finding an offence that affects his professional integrity or serious professional misconduct;
- (ix) does not comply with his obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of his country of legal domicile.

Article 11 - Breach of contract

11.1 In the event that the Service Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 12 below, or the services provided as referred to under Article 1 do not reach a satisfactory level, the Council shall consider there to have been a breach of contract and consequently shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of breach of the contract and shall request reimbursement of the sums already paid for services not or not satisfactorily provided.

11.2 The outstanding sums shall be paid to the Council's bank account (see Article 15 below) within 30 calendar days from the notification in writing by the Council of the Service Provider regarding the outstanding sums to be paid.

Article 12 - Modifications

12.1 The provisions of this contract cannot be modified without the written agreement of both parties.

12.2 This contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

Article 13 - Case of force majeure

13.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake,

strikes affecting air travel, attacks, a state of war or events that would require the Council or the Service Provider to cancel the contract.

13.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing within a period of 5 calendar days.

Article 14 - Disputes

In accordance with the provisions of Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, any dispute between the Council and the Service Provider as regards the application of this contract shall, if a friendly settlement cannot be reached between the parties, be submitted to arbitration pursuant to Rule No. 481 of 27 February 1976 (see Appendix 5) issued by the Secretary General with the approval of the Committee of Ministers.

Article 15 - Addresses and bank details of the parties

15.1 Service Provider

Bank: BC "Victoriabank" S.A. 3 FIL. Chisinau
IBAN: MD38VI00000022519031150
SWIFT: VICBMD 2X
Account holder/Beneficiary's name: Anodilia SRL (Berlizzo Group)
Fiscal code: 1002600014400
Address: 23/9 of.5 P.Movilă street, Chisinau, Moldova

15.2 Council of Europe

Address: 63, Vlaicu Pircalab str., Chisinau, MD-2012, Moldova
Bank details: BC „EuroCreditBank” SA, Chişinău
Full bank account number: 225177162190
Code IBAN: MD51EC000000225177162190
SWIFT Code: ECBMMD2X

Done in two copies in Chisinau.

On behalf of the Council of Europe

On behalf of the Service Provider

Jose-Luis HERRERO

Head of the Council of Europe Office in the Republic of Moldova

Date



02.11.2016

Otilia DRAGUTANU

Director of Berlizzo Group (Anodilia SRL – Chisinau)

Date

