



## LETTER OF AGREEMENT

Between  
the Food and Agriculture Organization of the United Nations (“FAO”)  
and the  
**Public Association Federation of Agricultural Producers from Moldova (“FARM”)**  
for the provision of support to the project:

### **Improving high value trade opportunities in horticulture in ECA Region**

#### 1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and the Public Association Federation of Agricultural Producers from Moldova “FARM” (hereinafter referred to as the “Service Provider”) (together hereinafter referred to as the “Parties”) have agreed that the Service Provider will provide certain services defined in detail in the attached Annex (the “Services”) which forms an integral part of this Letter of Agreement (hereinafter the “Agreement”) in support of the FAO/EBRD regional project “Improving high value trade opportunities in horticulture in ECA Region ” to: (i) provide weekly market monitoring for key horticultural products on the Moldovan market, (ii) support linkages between producers and traders in Moldova and counterparts in other countries via available trading platforms, (iii) conduct a retail audit of fresh produce departments of supermarket chains, and (iv) organize a study tour for the Moldovan table grape farmers. In order to enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding MDL 1 076 457 (*one million seventy-six thousand four hundred fifty-seven*), which represents FAO’s maximum financial liability, into the Service Provider’s account specified in paragraph 2 below.

In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section “Delays and Termination” of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.

## 2. Detailed Banking Instructions

**Bank name: BC Victoriabank SA**

**Bank country and city: Chisinau, Moldova**

**Bank branch address: str. 31 August 1989, nr. 141, Chişinău, Moldova**

**SWIFT CODE: VICBMD2X**

**Account: 22516031384MDL**

**Exact bank account holder's name: Federation of Agricultural Producers from Moldova FARM**

**Account currency: MDL**

**Bank branch code or sort code: VICBMD2X416**

**IBAN number: MD66VI000022516031384MDL**

## 3. Designation of the FAO Responsible Officer

Mr Andriy Yarmak, Economist, Europe, Central Asia, Latin America and the Caribbean Service (CFIC), Food and Agriculture Organization of the United Nations (FAO), Viale delle Terme di Caracalla, 00153 Rome, Italy, Room D678, E-mail: [Andriy.Yarmak@fao.org](mailto:Andriy.Yarmak@fao.org) is designated the officer responsible for the management of this Agreement ("Responsible Officer") on behalf of FAO.

## 4. Entry into force and period of validity

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on 6 December 2021 **whichever of the three dates is the latest** and will terminate on 24 November 2022.

## 5. Purpose

- a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:
- (i) **Objective.** The Service Provider will contribute to the capacity development of the participants of horticulture sector in Moldova, Georgia, Tajikistan, Uzbekistan and Ukraine and improve their efficiency through greater market transparency by monitoring wholesale prices of fruit, vegetables, berries and nuts, conducting audits of fresh produce department of retail chains, disseminating market information, analysing the fresh produce markets and organizing a study tour for growers. (FAO Strategic Objective 4: Enable inclusive and efficient agricultural and food systems).
  - (ii) **Outputs.** The Service Provider will produce, achieve or deliver the following outputs:
    - weekly wholesale price and market monitoring for the key horticultural products on the Moldovan market throughout the duration of the contract;
    - enhanced linkages between producers and traders in Moldova and counterparts in other countries via the project's trade facilitation platforms based on Telegram application;

- drafts of at least 40 information materials per month including essential market information and market news, major developments in the horticultural sector, adaptation and implementation of modern technologies in primary production, post-harvest handling, storage and marketing, success stories, business cases and trade dynamics. Materials are to be disseminated on the EastFruit platform;
- four audits of the fresh produce department of retail chains, followed by in-depth analysis and sharing the results with the Project team;
- a study tour to Italy for Moldovan table grapes growers (if the travelling restrictions due to the COVID-19 pandemic are lifted).

(iii) **Activities.** The Service Provider will undertake the following activities:

- carry out weekly market monitoring for key horticultural products on the Moldovan market for the entire duration of the contract;
- support linkages between producers and traders in Moldova and counterparts in other countries via the project's trade facilitation platforms based on Telegram application;
- provide 40 articles monthly for the dissemination on the EastFruit platform regarding the Moldovan horticulture sector, more specifically on:
  - major developments in the horticultural sector;
  - success stories;
  - important market changes;
  - weather impact on crops (in case relevant);
  - business cases;
  - trade and export opportunities;
  - modern technologies in production, post-harvest handling, storage, and marketing.
- carry out and analyse four audits of the fresh produce department of retail chains in Chisinau, share results with the team;
- organize a study tour including program and logistics for 10-12 Moldovan table grapes growers to Italy if the restrictions due to COVID-19 pandemic are lifted.

b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex.

## 6. General Conditions

a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in the Annex. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.

b) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgements, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of

third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.

- c) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- d) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- e) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.
- f) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.
- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities. In particular, in performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey
- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures ([http://www.fao.org/fileadmin/user\\_upload/procurement/docs/FAO\\_Vendors\\_Sanctions\\_Policy\\_-\\_Procedures.pdf](http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf)). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- k) For the purpose of this Agreement, the following terms shall have the following meanings:
- (i) *“Fraudulent practice” is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.*
  - (ii) *“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.*
  - (iii) *“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.*
  - (iv) *“Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.*
  - (v) *“Unethical practice” is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codedeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and*
  - (vi) *“Obstructive practice” is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.*
- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider's activities.
- m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose

to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.

- n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- o) Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
- p) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Service Provider specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.
- q) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- r) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
- s) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that this provision constitutes an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.

- t) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

## 7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report (“Final Report”) within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider’s premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

## 8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.

- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term “Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.
- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:
  - (i) for unforeseen causes beyond the control of FAO;
  - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
  - (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
  - (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:
  - (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6(i)-p) on the part of the Service Provider in relation to this Agreement; or
  - (ii) a breach of the reporting requirements in paragraph 7 above.
- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.



## 9. Terms of Payment

- a) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:
- (i) An advance payment should not to exceed *MDL 322,937 (30 %)* upon signature of the present Agreement;
  - (ii) 2nd payment not to exceed *MDL 538,229 (50%)* after the second audit of the fresh produce department of retail chains under paragraph 2.2 d) in the Annex in accordance with the Work plan/Timeframe;
  - (iii) Final payment not to exceed *MDL 215,291 (20%)* upon acceptance by FAO of the Final Report mentioned under paragraph 7a) above.
- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in paragraph 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:
- Andriy Yarmak**  
Economist, CFIC  
Food and Agriculture Organization of the United Nations (FAO)  
Viale delle Terme di Caracalla, 00153 Rome, Italy  
Room D678  
E-mail: [Andriy.Yarmak@fao.org](mailto:Andriy.Yarmak@fao.org)
- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

## 10. Settlement of Disputes

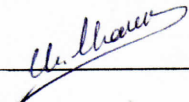
- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.

- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

#### 11. Amendments.

Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.


**Signed on behalf of the Food and Agriculture Organization of the United Nations (FAO):**

Signature: 

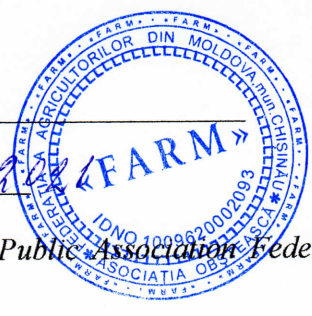
Date: 7 December 2021

*Mr Mohamed Manssouri, Director, Investment Centre (CFI)*

**Signed on behalf of the Public Association Federation of Agricultural Producers from Moldova (FARM):**

Signature: 

Date: 7 December 2021



*Ms Aurelia Bondari, Director, Public Association Federation of Agricultural Producers from Moldova (FARM)*

The Parties agree that electronic signature of this Agreement using the Adobe-Acrobat tool shall be treated as valid and legally binding. This Agreement shall be treated as an original for all purposes.

## ANNEX 1

### TERMS OF AGREEMENT

#### 1. Background

The aim of the FAO/EBRD regional project “Improving high-value trade opportunities in horticulture in the Europe and Central Asia Region” is to identify opportunities and potential for future investment in the horticultural sector across Georgia, Moldova, Tajikistan, Ukraine and Uzbekistan while supporting the capacities of producers across the identified value chains. To achieve this, a value chain analysis will be led to identify investment opportunities along the horticultural value chains. Moreover, the project will aim to support Early Transition Countries (ETC) to become more productive, competitive and reduce their imports in the horticulture sector, while also supporting them in the context of increased trade relations. The initial stage of the project includes: (i) an in-depth evaluation of the wider range of value chains of each country; (ii) the development of retail audit of fresh produce departments of supermarket chains; (iii) the development of partnerships with regional producers’ associations of market information systems with elements such as: weekly wholesale price monitoring, market news monitoring, technologies news monitoring, trade linkage facilitation, market studies, retail margin calculations, weekly market reports and other elements; (iv) the development of partnerships with regional producers’ associations with the web-platform called EastFruit to disseminate market information and make it more accessible; (v) the development of trade facilitation platforms based on Telegram application with web-integration; and (vi) conducting 16 conferences, three investment forums combined with Business-to-Business (B2B) meetings and trade forums and 16 trainings and master-classes; organizing seven international study tours focusing on various value chains.

Project achievements included: (i) EastFruit platform becoming the number one web-portal for horticultural business in Eastern Europe with more than a million unique users in 2019 and the most quoted source of horticultural market information; (ii) shared information on investment opportunities helped to boost increased areas under modern production of all key focus crops in all target countries; (iii) trade linkage platforms helped growers and traders from Central Asia enter the European Union markets for the first time and facilitated trade in general; and (iv) results of retail audits of wholesale departments boosted retail trade efficiency. Enhanced capacities of local partner associations helped improve business efficiency of their members. Study tours organized led to the strong technical exchange between participants from four countries as well as experts in the host countries. Technological information shared at events, study tours and the web-platform helped boost efficiency of all business aspects opening up new investment opportunities and improving livelihoods.

The project expanded to include additional three countries: Turkmenistan, Ukraine and the full involvement of Uzbekistan, which was only partially included in the first phase and is now focusing on the continued improvement of the market information system, boosting access to the data for users in languages other than Russian. The project increased the cooperation with retail trade and developed a sustainability plan for the key elements of this system, thus opening up new export opportunities. It also provided focused conferences and trainings, and expanded trade facilitation platforms

Public Association Federation of Agricultural Producers from Moldova (FARM) has been collaborating with FAO and has successfully assisted FAO in the implementation of the project “FAO/EBRD Cooperation Improving high value trade opportunities in ECA region” since 2018.

## **2. Terms of Reference**

### **2.1 Definition of Outputs and/or Outcomes**

The Service Provider is expected to deliver the following Outputs and Outcomes:

- a. weekly wholesale price and market monitoring for the key horticultural products on the Moldovan market throughout the duration of the contract;
- b. enhanced linkages between producers and traders in Moldova and counterparts in other countries via the project's trade facilitation platforms based on Telegram application;
- c. drafts of at least 40 information materials per month with essential market information and market news, major developments in the horticultural sector, adaptation and implementation of modern technologies in primary production, post-harvest handling, storage and marketing, success stories, business cases and trade dynamics. Materials are to be disseminated on the EastFruit platform;
- d. four audits of the fresh produce department of retail chains, followed by in-depth analysis and sharing the results with the Project team;
- e. a study tour to Italy for Moldovan table grapes growers (if the travelling restrictions due to the Covid-19 Pandemic are lifted).

### **2.2 Description of Services**

The Service Provider is expected to deliver the following Services:

- a. carry out weekly market monitoring for key horticultural products on the Moldovan market for the entire duration of the contract;
- b. support linkages between producers and traders in Moldova and counterparts in other countries via the project's trade facilitation platforms based on Telegram application;
- c. provide 40 articles monthly for the dissemination on the EastFruit platform regarding the Moldovan horticulture sector, more specifically on:
  - major developments in the horticultural sector;
  - success stories;
  - important market changes;
  - weather impact on crops (in case relevant);
  - business cases;
  - trade and export opportunities;
  - modern technologies in production, post-harvest handling, storage, and marketing.
- d. carry out and analyse four audits of the fresh produce department of retail chains in Chisinau, and share with the team;
- e. organize a study tour including program and logistics for 10-12 Moldovan table grapes growers to Italy if the restrictions due to COVID-19 pandemic are lifted.

### **2.3 Workplan and Timeframe (Duration)**

- The market monitoring for key horticultural products on the Moldovan market throughout the year should be carry out on a weekly basis;

- the dissemination of news articles should be organized daily in around two articles per working day (40 per month);
- audits of the fresh produce department of retail chains, followed by analysis and sharing with the team should be done: every three months, specific dates to be announced by the Project leader;
- the study tour to Italy for Moldovan table grapes growers should be organized tentatively in June 2022 (if and when COVID-19 restrictions are lifted).

#### 2.4 Monitoring Mechanisms and Reporting Requirements

This activities will be performed under the direct responsibility of Ms Aurelia Bondari, Public Association Federation of Agricultural Producers from Moldova “FARM” and Mr Andriy Yarmak, Economist, CFIC, FAO ensuring the monitoring of timely delivery as indicated in Section 2.3 above.

Further to this, the Service Provider should:

- a. prepare and submit to FAO mid-term technical report (in English) after six months from the starting date of this LoA – until 5 June 2022. In line with the Workplan and Timeframe (section 2.3 of this annex), the report should consist of a short description of services provided and outputs/outcomes delivered during the reporting period (max 10 pages of main text), statement of project related incomes and expanses of the reporting period and annexes with main outputs (e.g. training materials, agenda and list of participants to the trainings, press-releases);
- b. prepare and submit to FAO final technical and financial report (in English) within 30 days following the completion of the LoA. The final technical report should consist of a detailed description of services provided and outputs/outcomes delivered under this assignment (max 30 pages of main text) and annexes with all outputs (e.g. training materials, agenda and list of participants and post-releases of all organized events, and press-releases). The final financial report should include detailed income and expenses statement with all support documentation.

### 3 Detailed budget (if appropriate)

<b>RESOURCES-BASED LOA BUDGET</b>					
Cat. No.	Items Description	Unit of measurement	Qty (no. of units)	Unit Cost MDL	Total Cost MDL
1	HUMAN RESOURCE INPUTS (Staff time and consultants)				
1.1	Project manager	Day	28	1 898	53 144
1.2	Market economist	Day	203	1 380	280 140
1.3	Expert on retail and market monitoring	Day	182	1 380	251 160
1.4	Assistant to market economist	Day	46	1 035	47 610
1.5	Accountant	Day	60	1 380	82 800
2	Cost related to the study tour in Italy				
2.1	Transportation by bus for FARM expert and Moldovan table grape growers to Italy for the table grapes study tour	Lump sum		81 540	81 540
2.2	Meals and accommodation for FARM expert and Moldovan table grape growers to Italy for table grapes study tour (8 days and 12 participants)	Day	96	2 917 32	280 063
	<b>FAO'S MAXIMUM FINANCIAL LIABILITY</b>	<b>GRAND</b>	<b>TOTAL</b>		<b>1 076 457</b>

#### *Notes on the budget*

- (i) upon verification of the Outputs and/or Outcomes as per Section 2.1 of this ANNEX and of the final technical and financial report as per Section 2.4 point b, FARM guarantees to return any unused amount to FAO as per provision of Section 5 of the Annex below.
- (ii) All rates are within the COIN DSA rates and are different for each country are based on whether people traveling are going to spend time in the capital or outside.
- (iii) The transportation by bus from Moldova to Italy (round trip) and the internal transportation in Italy is for the entire delegation of 12 participants.
- (iv) The study tour to Italy will be organized only if the travelling restrictions due to COVID-19 pandemic are lifted and only with a written clearance from Andriy Yarmak, Responsible officer.

### 4 Responsible Officer

The Responsible Officer named in the Agreement (e.g. in the field usually Field Project Manager or FAOR) and/or in FAO Headquarters usually a Technical or Operations Officer) has been designated by the Budget Holder responsibility to manage and monitor the proper implementation of the Agreement on behalf of FAO and to certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

### 5 Reimbursements

Provide for reimbursement by the SP of any overpayments that may have been effected or excess funds, which may remain after completion of the services.

*N.B.: Full payment by FAO of the total amount set forth in the Agreement prior to completion of the services should be avoided. However, if such a situation is unavoidable, the LoA should*

*provide for reimbursement by the SP of any overpayments that may have been effected or excess funds, which may remain after completion of the services.*