

Contract for a Short-term Assignment

Cost Centre: 7041520
Project ID: EMENA-MDA17GIZ4046

between

GFA Consulting Group GmbH
Eulenkrogstraße 82
D-22359 Hamburg

VAT Identification No: DE118655931

(hereinafter called "GFA")

and

Mihail Lupu
(hereinafter called "short-term expert")

Address: 9/3 Cornului Street, ap.32, Chisinau, Republic of Moldova

STE Mission Title and Approval Number: Support TUM in updating EE training module for 32 rayons energy managers - 137

§ 1

Description of Services

The expert will work for GFA as an independent national senior short term expert for energy efficiency in the GIZ project "Modernization of local public services" in Moldova. The detailed Terms of Reference can be found in Annex 1.

§ 2

Duration of Assignment and Termination

- (1) The short-term expert's assignment is scheduled for the period from 2 June to 31 July 2021 for a total up to 0.733 expert months which equals 16 working days. At the end of this assignment period the contractual relationship ends without any prior notice of termination being required.
- (2) Evidence of the assignment's duration is presented in the form of signed expert time sheets according to the specifications of the donor/client of GFA (Annex 5).
- (3) If the project implementation agreement which forms the basis for the short-term expert's assignment is terminated, GFA has the right to end the contractual relationship with the expert with immediate effect.

- (4) The contractual relationship may be terminated at any given time without prior notice for good cause. A good cause exists in particular if GFA's donor or the institution financing the project demands from GFA the immediate dismissal of the short-term expert for reasons for which the expert is liable.
- (5) GFA has the right to terminate the contractual relationship with the short-term expert with immediate effect in case the project implementation agreement on which the assignment of the short-term expert is based is terminated or deferred in whole or in part. The same applies in case the assignment may not be carried out due to other reasons, such as requirements/conditions imposed by GFA's Client or by the institution financing the project, or by the authorities of the project country. In the latter case, GFA alternatively has the right to defer the short-term expert's assignment. In such cases the short-term expert is not entitled to any contractual claims and/or claims for damages against GFA.
- (6) Basically, the short-term expert is only entitled to remuneration for his services as well as to the daily allowances/hotel expenses settled by contract and per diems, if he can provide evidence of the hours worked according to the specifications of GFA's client in the form of signed expert time sheets. Hence, there is no right to remuneration in the case of the expert being ill or in the case of any other absenteeism.

§ 3 Reports

The following report(s) is/are to be drawn up within the scope of the assignment:

Reports with deadlines:

No.	Work result description	Deadlines	Formats	Language
1.	Presentation of the new structure for the updated training module M1 with the preliminary name 'Management of energy efficiency in public buildings projects' (new module M5)	7 workdays after award	Doc, xls	Romanian
2.	Delivering of the developed materials for the module M5 (curricula/program, training materials as PPT-files, evaluation form, other training supportive materials, media files if any)	30 June 2021	Doc, xls, PPT, media files if any	Romanian
3.	Delivering of the module M5 transferred into the MOODLE E-learning platform of TUM (message on acceptance by TUM)	20 July 2021	Images taken from the e-learning platform	Romanian
4.	Final report on the assignment	25 July 2021	Doc	Romanian
<p>The service provider is bears full responsibility for the quality of the deliverables presented;</p> <p>The expert is responsible for the final work results. In case of some disputes about the content of the work results, which can appear by handing over the final work results to the final beneficiaries, the expert is responsible to clarify all the issues</p>				

No.	Work result description	Deadlines	Formats	Language
	free of charge and to explain the methodology used for preparation of the work result; The approval of the final work result has to be done by the Head of IA. The approval is done based on the general knowledge about the topic. All the approvals of the final work result have to be coordinated with the project partners			

Assignment Report in English

Any reports must be prepared using the document templates provided by GFA Consulting Group. The report structure is to be agreed with GFA unless otherwise stipulated. In addition, the provisions of the terms of reference apply.

Moreover, GFA reserves the right to request the short-term expert to deliver a verbal report in person following his return from the project location.

§ 4 Payments

- (1) For the implementation of this assignment, the short-term expert will receive a fee to the amount of € 2,640 per expert month (in words: two thousand six hundred forty €) equals a fee of € 120 per working day plus German VAT, if the fee is subject to value-added tax under German law. Only days will be reimbursed for which timesheets, duly signed and approved by GIZ MLPS and the Team Leader, have been submitted to the project coordinator.
- (2) Payments by GFA are made as follows:

Monthly Payment on presentation of invoice and signed time sheet: written delivery and acceptance of a report (after 20 working days) and work results as defined in the ToR and time sheet required by GFA according to the conditions of this contract and the annexes.

 Furthermore, submission of all signed personnel timesheets (if necessary, for all team members) as well as of all original receipts and documents in accordance with the provisions of this contract and its annexes is necessary for invoice payment. In particular, flight tickets or ETIX and boarding passes as well as original flight ticket bills must be attached.
- (3) Invoices are to be submitted according to the sample invoice (see Annex 3) in compliance with the applicable legal provisions. The final invoice must be submitted within 30 days after completion of the assignment. The invoice must be made out in Euro.
- (4) In general, each invoice must state a period of performance (see sample invoice).

 The invoice must be sent to GFA in original form if original vouchers according to art. 5, para. 2 are part of the invoice.

For invoices sent via electronic mail the e-mail address GFA-invoice@gfa-group.de must be used at all times.

Please do not send duplicates to other GFA addresses and please send only one invoice per e-mail.

- (5) The fee for the implementation of this assignment is to be reduced pro rata temporis (p.r.t.), if the time allowed for the assignment is shortened.
- (6) The remuneration (payments, per diems, travel expenses, daily allowance, overnight accommodation) shall be transferred to a single account to be named by the short-term expert. Bank charges for transit and receipt are debited to the short-term expert.
- (7) The agreed-on remuneration must be claimed in writing within **three months** after the end of the assignment, otherwise it is forfeited.
- (8) The currency conversion shall be made on the basis of www.oanda.de where exchange rates are set.

§ 5

Coverage of travel expenses and local costs related to the assignment

If required as part of the assignment, transport as well as arrangements for overnight accommodation in relation to the assignment or parts thereof will be covered by the GIZ project "Modernisation of local public services in Moldova". GFA is not responsible for any claims related to these cases.

All related planning will be closely coordinated by the GFA team together with the GIZ project.

§ 6

Insurances

The expert is engaged as an independent consultant and agrees to undertake, as required by the contracting authority of GFA, the following insurances with effect no later than from the date of entry of force of the contract: health insurance, accident insurance, personal liability insurance.

Upon request, the relevant insurance policies are to be submitted to GFA. The costs for these insurances are deemed compensated for by the remuneration stipulated in article 4 of the present contract.

§ 7

Special Duties, Obligation of Secrecy, Copyright

- (1) The short-term expert shall always treat as secret and not disclose to a third party any trade and company secret as well as any business matter obviously confidential or declared as confidential by GFA. This duty to secrecy continues beyond the termination of the present contract.
- (2) The short-term expert undertakes not to make copies of any business documents or

information or to remove any business documents from the company offices other than for legitimate business purposes.

- (3) All plans, drawings, reports, other documents and software created by the short-term expert under this contract shall become and remain property of GFA. All rights are reserved to GFA. If the short-term expert creates works which are protected by copyright, the short-term expert shall transfer to GFA the exclusive, unlimited right of use, including the right of revision, publication, and further use. GFA is entitled to transfer these rights to third parties. Possible monetary claims resulting hereof are compensated for by the agreed remuneration.
- (4) Publications relating to the project or the activities of the short-term expert in connection with the project require - also after the termination of the contractual relationship - explicit written prior approval by GFA.

§ 8

Data Protection Consent

The short-term expert gives his/her consent for personal data to be stored, processed and used by GFA. GFA will only process or use personal data to the extent required in the context of the project to which the short-term expert is assigned and/or future possibilities of collaboration. Personal data include in particular name, address, scope of work, qualification, region and type of assignment, assessment of results, as well as all contracts and contract conditions concluded with the short-term expert.

§ 9

Arbitration Clause

Difference of opinion shall be resolved, as far as possible, in an amicable fashion in the best interest of the Contracting Parties.

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules.

- The place of arbitration is Hamburg, Germany.
- The substantive law of Germany is applicable to the dispute.
- The language of the arbitral proceedings is English.

§ 10

Annexes to the Contract

The following Annexes form an integral part of this Contract:

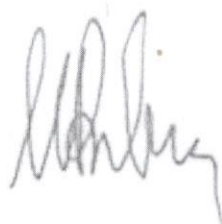
- Annex 1: Terms of Reference
- Annex 2: General Conditions
- Annex 3: Sample invoice
- Annex 4: Checklist for completeness of invoices
- Annex 5: Sample time sheet

§ 11
Final Provisions

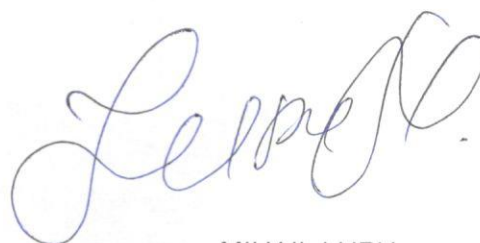
- (1) This contract contains all agreements between the parties and supersedes all prior agreements entered into force.
- (2) No amendment or modification of this agreement shall be valid unless made in writing. This also applies to the modification of this clause. Individual agreements remain unaffected by the above.
- (3) If any provision contained in this contract is or becomes invalid, the validity of this contract shall not be affected. The contracting parties shall in this case try to replace the invalid provision by a legally valid provision which is as close as possible to the originally agreed purpose. The same applies in the case of a gap requiring regulation.

Hamburg, 2 June 2021

GFA Consulting Group GmbH



Mihail Roscovan
National Team Leader



MIHAIL LUPU
Short-term expert