

FORM OF CONTRACT

THIS AGREEMENT number no. MD-MOED-460121-NC-RFQ made on December 18, 2024, between:

- 1) *Ministry of Education and Research of the Republic of Moldova* ("the Client"), having its principal place of business at 1, Piata Marii Adunari Nationale, MD-2033, Chisinau, Republic of Moldova (hereinafter called "the Purchaser") on the one part and
- 2) *Private Institution American Councils for International Education Moldova "AO ACTR - ACCELS"* fiscal code: 1010620007546 (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotation for Procurement of **the technical services for delivery of English language courses for university teachers** (description of service) to be provided by Supplier, viz. Contract no. MD-MOED-460121-NC-RFQ, (hereinafter called "Contract") and has accepted the Quotation by the Supplier to **deliver of English language courses for university teachers** under Contract at the sum of USD () USD) **excepting VAT** hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
2. Considering payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the delivery services and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
4. This Agreement is concluded for a period of **12 months** from the Date of signing of the Contract that is **December 18, 2025**.

5. Termination

5.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all the Technical Services within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in **Annex 2** below, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Related Services like those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

5.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, if such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

5.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Services that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Related Services and for materials and parts previously procured by the Supplier.

6. Inspections and Audits

- 6.1. The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.
- 6.2. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to **Annex 2. Fraud and Corruption**, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature of the Purchaser:

FOR AND ON BEHALF OF

Mr. Dan Perciun, Minister

Digitally signed by Perciun Dan
Date: 2024.12.20 17:37:59 EET
Reason: MoldSign Signature
Location: Moldova



MOLDOVA EUROPEANĂ

Ministry of Education and

Research of the Republic of Moldova
1 Piata Marii Adunari Nationale, MD-2033,
Chisinau, Republic of Moldova
MF-TR Chisinau – State budget,
Fiscal code: 1006601000107
Bank account no.: 227201
Bank code: TREZMD2X
IBAN: MD25TRPIAA222600D16289AB

Signature of the Supplier:

FOR AND ON BEHALF OF

Mrs. Lidia SANDULEAC,

Digitally signed by Lidia Sanduleac
Date: 2024.12.20 09:50:08 EET
Reason: MoldSign Signature
Location: Moldova



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Private Institution American Councils for International
Education Moldova "AO ACTR - ACCELS"

Fiscal code: 1010620007546

Bank: Victoriabank fil.3
Bank code: VICBMD2X
IBAN: MD80VI225100000103702MDL