

AFC Agriculture & Finance Consultants GmbH | Baunscheidstr. 17 | 53113 Bonn

Popa, Sergiu  
Mircesti 42  
Chisinau  
Moldova, Republic of

<b>Purchase Order:</b>	309002227
<b>Vendor No.:</b>	20019641
<b>Contact:</b>	Yunatska, Elena
<b>Phone:</b>	+49228 923 940 29
<b>Fax:</b>	+49 228 923940 98
<b>E-mail:</b>	Elena.Yunatska@afci.de

**Project:** 3010005 | EIB Fruit Garden Moldova  
**Customer:** EIB - La Banque européenne d'investissement  
**Country:** Moldova, Republic of  
**Payment practice:** 10 Days Net

Pos.	Budget	Description	Quantity (up to)	Price per unit	Tax Code	Total (MDL)
1	0103-45000010 EX Fee Expert (a)	Fees for consultancy acc. to ToR	4,00 working day	3.000,00	DE 0% Foreign Third Country	12.000,00
<b>Net Total:</b>						12.000,00
<b>Total Price:</b>						12.000,00

**Terms of Reference**

The Contractor's detailed tasks are described in annex 1 of this contract (Terms of Reference, ToR), which forms an integral part of this contract. The Contractor has read the ToR.

**Reports and documents**

The Contractor undertakes to hand over in due form and on time, and in accordance with the ToR, the reports and documents to be submitted by AFC to its Client.

**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 this contract are only valid if made in text form. This means that additional agreements and amendments can be made by e-mail. This requirement of text form can only be waived in text form.

**Applicable law and place of jurisdiction**

This contract is subject to the laws of the Federal Republic of Germany. For any dispute arising out of or in connection with this contract the place of jurisdiction is Frankfurt am Main, Germany insofar as the applicable statutory provisions do not necessarily provide otherwise.

**Confirmation of General Terms and Conditions**

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

**Confirmation of Code of Conduct for Business Partners**

The Code of Conduct for Business Partners forms an integral part of this contract. The 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 Contractor may be subject to administrative sanctions if this declaration proves to be false.

**Participation in Online Training**

The Contractor confirms that he/she 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>

**Contractor's deployment**

The time frame for carrying out the tasks as detailed in the ToR is between 25.04.-10.06.2022.

**Social Media**

In line with confidentiality and data protection requirements of AFC and its customers, sharing any project-related information on social media requires a prior approval from the respective team leaders in text form (e-mail is sufficient). Team leaders should seek the prior approval of their respective project manager (e-mail). This includes any project-related information posted on any private social media accounts of the contractor. AFC reserves the right to demand the removal of the post in case no such approval exists. Where the promotion of the projects' activities is usually encouraged in line with the client's visibility guidelines, all financial aspects and strategic technical inputs remain absolutely confidential at all times.

**Working hours & Travel**

A day is defined as an 8-hour day and 21 working days constitute one month. Incomplete months are calculated on a pro-rata temporis basis.

Working Days are between Monday and Friday.

Public holidays and weekends are not considered to be working days unless the client has given its prior written approval.

**Invoices**

The fee agreed will be paid against submission of:

- the agreed deliverable(s) as stipulated in the ToR,
- time sheets signed by the Contractor, the Team Leader, and if applicable, other necessary stakeholders
- Contractor's invoice (electronic copy);

As follows:

- Payment of 100 % of the fee via the project cash desk, following approval of the consultancy deliverable(s) as per ToR by AFC and its Clients.

In case of assignments lasting longer than one month, monthly invoicing and presentation of time sheets is required.

**Documents to be submitted**

The Contractor's entitlement to remuneration for a given project activity is substantiated by the following documents:

- Timesheet (signed by the expert, the team leader and the official in charge for the project);
- Air ticket(s) and boarding passes (original);
- Proof of coverage by a travel/overseas health insurance contract during the mission abroad, including medical repatriation (copy);
- Visa or residence and work permit for the period of the assignment in the Project Country or document proving that no such document is required for the Consultant's stay in the Project Country, e. g. passport for citizens of the Project Country (copy).

**Termination**

The contractual relationship may be terminated without cause on giving 1 (one) weeks notice at the end of the respective month. The right to extraordinary terminations remains unaffected. To be effective, termination of the contract must be made in text form. This means that a termination by e-mail is effective.

**Appendices**

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

- Terms of Reference
- General Terms and Conditions for Purchase Orders
- Code of Conduct for Business Partners

Bonn, 22.04.2022

Place, Date

.....  
AFC Agriculture & Finance Consultants GmbH  
Sigitas Bubnys

.....  
Elena Yunatska

Chiciviu. 26. 04. 2022  
.....  
Place, Date

.....  
Popa, Sergiu