

## JOINT VENTURE AGREEMENT

**This JOINT VENTURE AGREEMENT** dated as of 21<sup>st</sup> July 2020 is made between the following parties:

**OMEGA TRUST SRL** identified with Romanian Commercial Registration No. J40/7943/2004, Fiscal Code No. 16430500 and based in Romania, Bucharest, 3rd Stefan cel Mare, 5th Floor, BRCI Building, 1<sup>st</sup> District

AND

**Î.C.S Reliable Solutions Distributor S.R.L** identified with Fiscal Code No. 1010600010328 and based in Republic of Moldova, Chişinău, 85 Alexandru cel Bun str., MD-2012

WHEREAS, the parties desire to establish between them a joint venture in order to collaborate for provision of **Consulting Services for COMINF/3.1/1 Project** whose beneficiary is the Ministry of Internal Affairs, Republic of Moldova.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

### 1. PURPOSE

The Parties desire to prepare and submit a Joint Proposal to the commercial acquisition number 21025744 from the portal of public acquisitions <https://achizitii.md/> for the provision of **Consulting Services for COMINF/3.1/1 Project**, to the Ministry of Internal Affairs, Republic of Moldova as per the Request for Proposal (RFP).

### ONLINE SIGNATURES OF THE PARTIES

Cosmin Macaneata  
**OMEGA Trust SRL**

Ovidiu Vincenzo Creanga  
**Î.C.S Reliable Solutions Distributor S.R.L**

## **2. RESPONSIBILITIES & CONTRIBUTIONS**

The Firms will each have the following responsibilities under the Joint Venture:

- The Firms shall present a joint response to the RFP.
- The Parties hereby authorize Omega Trust will be the Lead Firm and to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- Omega Trust will be responsible for the overall project management activities related to this Assignment.
- The parties will jointly work to deliver the activities and the deliverables described in the documents of the commercial acquisition number 21025744 from the portal of public acquisitions <https://achizitii.md/> , activities and deliverables that are listed in the Annex 1.
- In the event of an award of the contract, the Firms are committed to working together in a manner consistent with the goals and objectives of the Scope of Work as per the RFP.
- The Parties agree to a split of the effort committed to deliver the activities and the deliverables from Annex 1 of 78.00% by OMEGA TRUST and 22.00% by RSD.
- In case the Joint Proposal of the Parties will be declared winner of the RFP, the Parties will be entitled to receive, from all and each of the payments done by the Client, amounts proportional to the effort committed by each Party, namely 78.00% by OMEGA TRUST and 22.00% by RSD.
- Each Firm will keep detailed time records of the services performed by such Firm and its representatives, the person engaged in such work and the time spent on each task and matter.

## **3. TERM**

This Agreement shall remain in full force and effect, only for the duration of the project mentioned above, starting with the date of this Agreement.

## **5. CONFIDENTIAL INFORMATION**

Any information pertaining to either Party's business to which the other Party is exposed as a result of the relationship contemplated by this Agreement shall be considered to be "Confidential Information". Neither Party may disclose any Confidential Information to any

person nor entity, except as required by law, without the express written consent of the affected Party or the Beneficiary.

## **6. TERMINATION**

The Parties may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. These cases follow the client's framework contract:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

## **7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Romania, without regard to conflicts of law principles.

## **8. SEVERABILITY**

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

## **9. NOTICES**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage

prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.

#### **10. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each Party hereto.

**THEREFORE**, the parties hereto agree to execute these presents on the dates and the year and in the manner hereinafter appearing.

***SIGNED*** and ***DELIVERED*** by

**Cosmin Macaneata**

For and on behalf of

**OMEGA Trust (Lead Firm)**

.....  
***SIGNATURE***

(signed online)

***SIGNED*** and ***DELIVERED*** by

**Ovidiu Vincenzo Creanga**

For and on behalf of

**Î.C.S Reliable Solutions Distributor S.R.L**

.....  
***SIGNATURE***

(signed online)