

PURCHASE ORDER FOR SERVICES

Supplier:
Anodilia SRL
 Attention: **Otilia Dragutanu**, Administrator
 23/9 Petru Movila, of. 5
 Chisinau, Republic of Moldova

Purchase Order Number: PO-2022-068

Period of Performance: May 23, 2022 – June 30, 2022

Buyer: Local Representation of the Corporation Chemonics International Inc. in Moldova
 Attention: Ina Prisacaru, Strategic Communication and Outreach Specialist
 Address: Maria Cebotari 55, Chisinau, Moldova
 Email: iprisacaru@chemonics.md
 Mob: +373-69-141-006

Bill To: Local Representation of the Corporation Chemonics International Inc. in Moldova
 Attention: Ecaterina Culev
 Grants and Procurement Manager
 Address: Maria Cebotari 55, Chisinau, Moldova
 Email: eculev@chemonics.md
 Mob: +373-69-120-232

#	Description of Services	Unit	Qty	Unit Price, MDL	Total Price, MDL
1	Provision of PR and communication services for the National Film Contest 2022, including the Pitching Day	Service	1	50,000.00	50,000.00
2	Provision of logistical and management services for the National Film Contest 2022 and Pitching day deployment	Service	1	88,750.00	88,750.00
Total Purchase Order amount, MDL, VAT 0%					138,750.00

Additional Notes:

- This purchase order is issued by **Local Representation of the Corporation Chemonics International Inc. in Moldova** on behalf of the **USAID Moldova Future Technologies Activity**, USAID Contract No **72011721C00001**. This project is being implemented by Chemonics in the Cooperating Country of **Moldova**.
- The authorized USAID Geographic Code for this purchase order is Geographic Code **110 and 937**.
- The terms and conditions (Attachment 1) and **detailed scope of work (Attachment 2)** found in the following pages are incorporated into and form an integral part of this purchase order.
- Any representations and certifications submitted resulting in award of this Purchase Order (PO) are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this PO with the same force and effect as if they were incorporated by full text. By signing this PO, the Supplier hereby certifies that as of the time of award of this PO: (1) the Supplier, including its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with awarding the contract or this PO; and (3) no changes have occurred to any other representations and certifications made by the Supplier resulting in award of this PO. The Supplier agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this PO to any representations and certifications

Chemonics Authorization of Purchase Order:

Name: Anna Skinner
 Title: Program Services Director
 Date: May 23, 2022

Signature: _____


Supplier Acceptance of Purchase Order:

Name: Otilia Dragutanu
 Title: Administrator
 Date: May 23, 2022

Signature: _____



Attachment 1: Local Representation of the Corporation Chemonics International Inc. in Moldova Purchase Order Standard Terms and Conditions

- I. **DEFINITIONS:** The following definitions apply to this purchase order and any related correspondence:
- a. "Chemonics" means Local Representation of the Corporation Chemonics International Inc. in Moldova
 - b. "Cooperating Country" means the country(ies), identified on the purchase order cover page, where the commodities will be used.
 - c. "FAR" means the United States Federal Acquisition Regulation.
 - d. "Geographic Code" means the country(ies) or area(s) assigned by USAID to a certain three-digit code, as defined in United States Code of Federal Regulations (CFR) in 22 CFR §228, available at <http://www.gpo.gov/fdsys/pkg/CFR-2017-title22-vol1/pdf/CFR-2017-title22-vol1-part228.pdf>
 - e. "Supplier" means the individual or firm, identified on the purchase order cover page, supplying the services under this order
 - f. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
 - g. "USAID" means the United States Agency for International Development.
- II. **CONTRACT:** This purchase order (PO), when properly completed and signed by both parties, is the only form which will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics. The purchase order may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; absent such written consent, any assignment is void.
- III. **PERIOD OF PERFORMANCE:** The effective date of this purchase order is May 23, 2022, and the completion date is June 30, 2022. The Supplier shall deliver the deliverables and/or services set forth in Attachment 2 Scope of Work to the Strategic Communication and Outreach Specialist in accordance with the schedule stipulated therein.
- IV. **INVOICING AND PAYMENT:** Upon Strategic Communication and Outreach Specialist acceptance of the PO services and/or deliverables described on the cover page; the Supplier shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of Ecaterina Culev, Grants and Procurement Manager and shall include the following information: a) PO number, b) deliverables and/services delivered and accepted, c) total amount due in MDL, as listed on the cover page; and d) payment address/bank account number. Chemonics will pay the Supplier's act of acceptance within thirty (30) business days after both a) Chemonics' approval of the Supplier's deliverables or acceptance of services, and b) Chemonics' receipt of the Supplier's invoice. Payment shall be made in two installments:
1. Advance payment of 40,000 MDL within 5 business days after Purchase Order execution
 2. Final payment of 98,750 MDL within 30 days after submission of final report, deliverables, and their acceptance by the technical lead
- V. **ELIGIBILITY OF SUPPLIERS:** The Supplier shall adhere to the following in carrying out this purchase order:
- a. The Supplier must be an organization incorporated or legally organized under the laws of— or (if an individual) a citizen or legal resident of—a country in the USAID Geographic Code identified on the PO cover page. The Supplier must also meet the nationality requirements of 22 CFR 228.12.
 - b. No commodities or services shall be eligible for payment under this order if provided by a supplier included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.
- VI. **INSPECTION AND ACCEPTANCE:** The Supplier shall only tender for acceptance those deliverables and/or services that conform to the requirements of this PO. Chemonics reserves the right to inspect or test any services that have been tendered for acceptance. Chemonics may require re-performance of nonconforming services and deliverables of commodities at no increase in purchase order price. If re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.
- VII. **GOVERNING LAW AND RESOLUTION OF DISPUTES:**
- (A) *Governing Law.* This purchase order, including any disputes related thereto, shall be governed by the laws of the District of Columbia, U.S.

- (B) *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among the "Parties," arising out of the interpretation, performance, breach or alleged breach of this purchase order ("Dispute").
- (1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (B)(2) below.
 - (2) *Executive Consultation.* For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
 - (3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this purchase order, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.
- (C) *Obligation to perform work.* Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.
- (D) The Supplier acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this PO.

VIII. **INDEMNITY.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party"), on a several basis and to the fullest extent permitted by applicable law, from and against any and all liabilities, fines, costs, expenses (including reasonable attorneys' fees), damages and losses incurred by the Indemnified Party as a result of any claims (including claims for death, injury and damages) or demands (hereinafter "Claims") brought or made against the Indemnified Party by any third parties as a result of any grossly negligent acts or omissions of the Indemnifying Party or any of their respective employees, agents or subcontractors in the performance of the Indemnifying Party's responsibilities under this Purchase Order."

BUYER'S ENTIRE LIABILITY FOR CLAIMS ARISING FROM OR RELATED TO THIS PURCHASE ORDER WILL IN NO EVENT EXCEED TOTAL PURCHASE ORDER VALUE. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, NEITHER THE SUPPLIER NOR THE BUYER WILL HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS PURCHASE ORDER FOR (I) SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, OR (II) LOST PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, EVEN IF ANY OF THE FOREGOING IS FORESEEABLE OR EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. **EXCUSABLE DELAYS.** The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

X. **CHANGES:** Chemonics may at any time, by written order, and without notice to the sureties, make changes within the general scope of this PO. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this purchase order, an equitable adjustment shall be made in the purchase order price or delivery schedule, or both, and the purchase order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this PO must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

XI. **TERMINATION FOR CONVENIENCE:** Chemonics reserves the right to terminate this purchase order, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its Suppliers and subcontractors to cease work. Chemonics shall not compensate any costs incurred by the Supplier during the preparation for provision services under this PO.



XII. **TERMINATION FOR CAUSE:** Chemonics may terminate this purchase order, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any PO terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to Chemonics for any and all rights and remedies provided by law. If it is determined that Chemonics improperly terminated this PO for default, such termination shall be deemed a termination for convenience.

XIII. **WORKER'S COMPENSATION INSURANCE:** If the order involves performance of services outside of the United States, then before commencing performance under this purchase order the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services.

XIV. **TAXES:** The agreement under which this purchase order is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under this purchase order.

XV. **SET-OFF CLAUSE:** Chemonics reserves the right of set-off against amounts payable to the Supplier under this purchase order or any other agreement the amount of any claim or refunds Chemonics may have against the Supplier.

XVI. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

XVII. **TERRORIST FINANCING PROHIBITION:** The Supplier is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this purchase order.

XVIII. **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this purchase order. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and/or criminal, as may be applicable. The Supplier and its employees, whether directly or indirectly engaged in the performance of this purchase order, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Chemonics.

XIX. **PERFORMANCE STANDARDS:** Supplier agrees to provide the services required hereunder in accordance with the requirements set forth in this Purchase Order. Supplier undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Supplier's industry and to ensure that employees assigned to perform any services under this purchase order will conduct themselves in a manner consistent therewith. The services will be rendered by Supplier (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Supplier shall provide the services of qualified personnel through all stages of this Purchase Order. Supplier shall perform the services as an independent subcontractor with the general guidance of Chemonics. The Supplier's employees shall not act as agents or employees of Chemonics.

XX. **REPORTING AND TECHNICAL DIRECTION:** The Supplier shall render the services stipulated in the PO, under the general technical direction of Ina Prisacaru, Strategic Communication and Outreach Specialist, or his/her designee. Strategic Communication and Outreach Specialist or his/her designee will be responsible for monitoring the Supplier's performance and inspecting and accepting all deliverables and/or services under this PO. The Supplier shall not communicate directly with USAID during the performance of this PO.

XXI. **CONFIDENTIALITY:** During the term of the PO and for three (3) years thereafter, the Parties agree to keep confidential all proprietary information related to security, finances or operations ("Confidential Information") of the other Party, and shall not, without prior written consent of the disclosing Party, disclose to any unauthorized individual, third party, firm, corporation or entity such Confidential Information, except as may be necessary to perform its obligations under the PO, in which event

the person receiving such Confidential Information must agree to be bound by the terms of this Section XXI. The receiving Party agrees to safeguard and hold in strictest confidence all Confidential Information of the disclosing Party and agrees to destroy or return any and all Confidential Information upon the written request of the disclosing Party or completion or termination of the PO. Except as required in the performance of this PO, neither this PO nor the furnishing of any information hereunder by Chemonics shall grant the Supplier, by implication or otherwise, any license under any invention, patent, trademark or copyright.

XXII CLAUSES INCORPORATED BY REFERENCE: This PO includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation (FAR). This purchase order incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Supplier". The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Supplier."

FAR Clause Number	FAR Clause Title
52.204-25	Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment (Aug 2020)
52.222-26	Equal Opportunity (Sep 2016)
52.222-50	Combating Trafficking in Persons (Oct 2020)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)



Attachment 2: Scope of Work

Moldova’s media and digital media companies are building the foundation of exportable TV shows, award-winning films, critically acclaimed documentaries, and potential co-productions.

The 2022 Film Competition is a key element of the partnership agreement signed between FTA and CNC (Centrul National de Cinematografie / National Cinematography Center) in February 2022, which aims to revitalize Moldova’s nascent film industry. FTA’s partnership with CNC builds on the foundations of other critical USAID and Sweden investments in digital media and film including Mediacor Digital Media Center, development of COR Association, and Moldova’s cash rebate incentive mechanism. Together, FTA and CNC have committed to further improvements in the legal and regulatory framework; upgraded industry infrastructure; new educational opportunities in emerging fields such as animation, game design, and multimedia production; promotion of Moldovan film and attraction of investment and co-productions; and funding of new and innovative content creation. The competition will be concluded by a Pitching event (presentation of the participants to the contest and further announcement of the winners), and the final date of the event shall be determined and announced by the CNC.

The 2022 Film Financing Competition is open for applications of the following types:

- Cinematographic projects in development
- Feature film production
- Short film production
- Post-production
- Minority co-productions
- Debut projects

Under this assignment, the Supplier shall provide the following services:

- I. Provision of PR and communication services for the National Film Contest 2022, including the Pitching Day main event

Includes a social media and mass-media campaign, deployed in three phases: pre-event, during the event, and post-event. Total duration of the campaign is mid-May through end of June and will include up to **10 posts** on social media and **three articles** in mass media. Also, the Supplier shall develop a visual identity guide that will be applied throughout the campaign deployment. Entire campaign shall be coordinated with the administration of CNC and the technical lead.

- II. Provision of logistical and management services for the National Film Contest 2022 and Pitching day deployment

Under this group of tasks, the Supplier shall undertake all necessary logistical and managerial tasks in order to organize the Pitching Day (presentation of the participants to the contest and further announcement of the winners). This will also include rental of conferencing equipment, photo services, design services, producing of visuals for the event, translation services, etc.

A breakdown of services under deliverable 1 and 2 to be provided by the Supplier and the related unit costs are included in the table below:

Item	Description	QTY	Units	Unit Cost, MDL	Total Cost, MDL
I. Provision of PR and communication services for the National Film Contest 2022, including the Pitching dayDay main event					
1	Social media campaign	1	Campaign	20,000	20,000.00
2	Mass media campaign	1	Campaign	20,000	20,000.00
3	Visual identity	1	guide	10,000	10,000.00
II. Provision of logistical and management services for the National Film Contest 2022 and Pitching day deployment					
4	Management and logistics services for the Pitching event	1	Service	13,000	13,000.00
5	Provision of technical equipment	1	Day	30,000	30,000.00

6	Provision of moderation services during the pitching event	1	Day	6,000	6,000.00
7	Set of visual identity materials	100	Set	10,000	10,000.00
8	Diplomas for the winners	10	Diplomas	1,600	1,600.00
10	Translation services	1	Day	4,000	4,000.00
11	Translation equipment rental	1	Day	6,000	6,000.00
12	Photo services during the Pitching event	1	Day	3,150	3,150.00
17	Agency fee			15000	15,000.00
TOTAL, MDL					138,750.00

The Supplier shall provide the following materials as part of these deliverables:

1. Final written report, including description of the PR and communication campaign outcomes. This should include print screens, and links to posts and online media sources.
2. Narrative description of the contest deployment and provided services.
3. Up to 200 photos from the final event, including at least 30 edited photos.

