

IT ASSISTANCE SERVICES AGREEMENT

In order to participate in the award procedure of the contract in Moldova no. ocds-b3wdpl-MD-1610714071536, (hereafter referred to as “Contract”), the Contracting Authority: National Agency for Food Safety of Moldova (hereafter referred to as “ANSA”), unique identification number of the Contracting Authority: 1013601000082 (hereafter referred to as “Tender”).

The signatory parties:

1. Ceva Sante Animale SA, a company existing and registered under the laws of France, having its principal place of business at 10 avenue de la Ballastière, 33500 Libourne, France (hereafter “Ceva”), represented by Jérôme André Gauthier as Strategy and Business Development Director,
2. Flugservice Holzhofer a company existing and registered under the laws of Germany, having its principal place of business at Unterschüpfer Straße 9, 97944 Boxberg, Germany (hereafter “Service Provider”) presented by Ernst Holzhofer as CEO and owner,

hereby CEVA offers to engage and Service Provider hereby accepts engagement by CEVA to perform IT assistance services aiming to the proper recording and reporting of aerial dropping data (hereafter referred to as the “Services”) in the course of the Tender performance in case of award of the Contract under the following provisions:

1) Obligations of CEVA:

- a) Providing technical equipment, in particular control units (CUs) fitted to the dropping instruments for the purpose of the Tender and transport of the instruments to the required location.
- b) Paying the Service Provider as per respective invoice after the completion of each campaign as per the agreements between the Parties.

2) Obligations of Service Provider:

- a) The preparation and submission to CEVA part of documents for the Bid, according to the specific request from CEVA as corresponding to the requirements from the Tender.
- b) Consulting and instructing CEVA about the best choice of technical equipment.
- c) Providing assistance at installation of technical equipment (SURVIS) to aircrafts prior to and during the campaigns.
- d) Providing and ensuring proper functioning of the real-time bait recording and transmission services, and its storing thereof on an appropriate independent server according to the requirement of the Tender. The access rights of the server will follow the instructions of the Tender requirements, ANSA and CEVA.
- e) Performing the deeds and actions that are related to the technical preparation and performance of the technical equipment (SURVIS and the real-time dropping data transmission) and the electronic records, including their GSM-transmission during the areal vaccination according to the Tender conditions.
- f) Carrying out all the technical actions, equipment surveillance and cover personnel consultation needed during the days of the bait distribution campaign that is needed and necessary for the successful functioning of the distribution, recording and data-transmission equipment according to the requirement of the Tender and ANSA.
- g) Processing of electronic real-time records on the performance of aerial droppings and their delivery to ANSA, including the reporting of these records as required by the Tender, ANSA and CEVA.

3) Service Provider shall be liable to CEVA and finally to ANSA for any damage caused by its Services or any failure to perform its obligations under this Agreement so as to satisfactorily fulfil the Contract with regard to the Services, including for the disclosure of any information relating to the Contract to any person other than the Parties (in Moldova, the disclosure is punishable under the criminal code).

4) This Agreement has been concluded today, in English, for the duration of the Contract if Ceva is amongst the beneficiaries of the Tender.

Ceva Santé Animale

Flugservice Holzhofer

DocuSigned by:
Ernst Holzhofer
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Jerôme André Gauthier

Ernst Holzhofer