

AGREEMENT No. 112 FAO-VC

Chisinau

31st of October 2018

The public organization National Federation of Agricultural Producers from Moldova, AGROinform registered by the Ministry of Justice of the Republic of Moldova under the number 1336 on **22 March, 2000**, represented by the **Executive Director Aurelia Bondari**, acting on the basis of Articles of Association, hereinafter referred to as **Customer**, on the one hand and **Mr. Vitalie Cebanu**, born on 06.12.1959, taxpayer's number 0961911017728, domiciled on the address Chisinau, Grenoble str. 130, app. 77 A identity card A89056014, hereinafter referred to as **Provider** have concluded this Agreement under the following mutually agreed conditions:

1. SUBJECT OF THE AGREEMENT

- 1.1 The Provider shall provide services to the Customer according with the Annex 1. Terms of reference, which is integral part of this Agreement.
- 1.2 The Services shall be provided between 31st of October 2018 and 31st of December 2018.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 The Provider shall provide services in accordance with generally accepted techniques and practices and aligned to professional standards of content and quality existing in the field of services.
- 2.2 The Provider shall provide the Services in compliance with the applicable legislation of the Republic of Moldova and under the conditions required by the Customer.
- 2.3 The Customer shall ensure the Provider's access to the information necessary for the provision of Services and the Provider shall not disclose the confidential service information acquired in connection with the execution of this Agreement for the entire duration of the Agreement and during one year after the termination of this Agreement.
- 2.4 The Customer shall pay in due time the Provider for the Services rendered.

3. PAYMENT TERMS

- 3.1 Honorarium is US\$ 100.00 for the provision of services referred in the Annex 1. Terms of Reference, article "2.3 Activities and level of effort" under the numbers: 1, 2, 3. Honorarium is expressed in US dollars and is payable in local currency, MDL according to the NBM exchange rate at the payment date. It will be paid to the account designated by Provider, and conditional upon work having been satisfactorily performed.
- 3.2 Honorarium (100\$) for the activities number 1, 2, 3 from the art. 2.3 of the Terms of Reference represents a gross amount, of which the Customer will withhold from the Service's fees all taxes and duties, which, according to the legislation of Moldova are to be withheld at source. In case the Provider is to pay other taxes and fees, their payment remains the Provider's obligation, the Beneficiary being relieved of any liability.
- 3.3 Subsistence Allowance (DSA) will be paid for each night spent at an authorised location in the Georgia, 181 USD/day, which includes local travel, accommodations and meal. Subsistence Allowance will be transferred to the Provider bank account (in local currency, MDL according to the NBM exchange rate) upon the request, but not later than 3 days before the travel dates.
- 3.4 Travel and travel expenses. The provider should make reservations and pay the hotel independently. The air tickets will be provided by Customer. At the end of the assignment, the Provider is required to complete a Travel Expense Claim (TEC) and attach hotel receipts, invoices, ticket stubs and boarding passes as proof of travel. Late submission of your TEC together with all supporting documents could result in the delay or even non-payment of honorarium.
- 3.5 The payment for the services will be done in one instalment, after completing the activities No. 1,2,3 and accepted deliverables by the Customer for the outputs No. 1,2 according ToR;

4. ACCEPTANCE OF SERVICES

- 4.1 After provision of Services, the Service Provider shall submit the Outputs according the Annex 1. Terms of Reference.
- 4.2 Based on the provided outputs, the Parties shall sign the Service Delivery Certificate (Annex 2 to this Agreement).

5. DURATION OF THE AGREEMENT AND TERMINATION PROCEDURE

- 5.1 The Agreement enter into force from the day of signing by both parties and has a duration until for the service provision until 31/12/2018.
- 5.2 The Agreement shall be extended by mutual agreement, taking into account all changes in the norms and regulations in force as of the date of extension.
- 5.3 Each Party is entitled to terminate the Agreement unilaterally by notifying the other Party in writing of the termination of the Agreement at least 15 days prior to its termination.
- 5.4 This appointment will be considered completed when the number of days specified in this offer of appointment have been worked, unless a letter of amendment has been issued increasing the number of days to be worked.

6. LIABILITY OF THE PARTIES

- 6.1 Non-performance or improper performance of obligations undertaken under this Agreement shall result in the liability of the defaulting party under the applicable law.
- 6.2 In case of delays in the provision of services under Article 1.2 of this Agreement, the Provider's fee will be reduced by 0.25% for each day of delay.

7. AMENDMENT OF THE AGREEMENT

- 7.1 Any clause of the Agreement may be amended only by an agreement between the Parties done in writing through an addendum signed by the authorized representatives of both Parties.

8. FORCE MAJEURE

- 8.1 The parties shall not be held liable for non-performance of their obligations under this Agreement, if this is due to force majeure circumstances, including military actions, blockades, earthquakes or actions of governmental authorities.

9. DISPUTES


- 9.1 Copyright: The title rights, copyrights, and all other rights of whatsoever nature in any material produced by you shall be vested exclusively in Customer.
- 9.2 By accepting this offer of employment, you are undertaking to exercise in all loyalty, discretion and conscience the functions entrusted to you as an international consultant, to discharge these functions and regulate your conduct with the interest of the Organisation only in view, and not to seek or accept instructions in regards to the performance of your duties from any other authority external to Customer.

10. FINAL PROVISIONS

- 10.1 This Agreement supersedes any prior verbal or written agreements regarding the provision of services specified by the Provider.
- 10.2 If any provision of this Agreement becomes void for any reason, the other provisions shall not be affected in any way and shall continue their effect.
- 10.3 This Agreement is concluded in two original copies in English, each copy having the same legal force. This Agreement shall enter into force upon its signature by both Parties.

If you, Provider accept this agreement, please sign and return one copy of this agreement together with the required completed documents listed below.

11. REGISTERED ADDRESSES AND BANKING DETAILS OF THE PARTIES

SERVICE PROVIDER	CUSTOMER
BANKING INFORMATION:	BANKING INFORMATION :
Bank name: BC "Moldova-Agroindbank" S.A	Taxpayer's number: 1009620002093
Branch name: Branch no. 17	Bank name: "Victoriabank" SA
Bank address: Chisinau, Moldova	Branch name: Branch no. 3
SWIFT/BIC: AGRNMD2X	Banking address: 31 August str., 141, Chisinau, Moldova
Account number:	SWIFT Code: VICBMD2X416
IBAN (if applicable): MD03AG000000022591333120	IBAN: MD42VI022240300000299MDL
Name of account holder: Vitalie CEBANU	National Federation of Agricultural Producers from Moldova, AGROinform
Currency of account: MDL	Currency of account: MDL
CONSULTANT: Mr. Vitalie CEBANU	EXECUTIVE DIRECTOR: Mrs. Aurelia BONDARI
Signature: _____	 Signature: _____
Date: October 31, 2018	Date: October 31, 2018

ANNEX 1: TERMS OF REFERENCE

Country of Assignment: Georgia

Duty Station: Tbilisi

Number of working days: 4

1. BACKGROUND

This assignment is part of the FAO/EBRD Cooperation Project “Improving high value trade opportunities in horticulture in Georgia, Moldova, Tajikistan and Uzbekistan”. Georgia, Moldova, Tajikistan and Uzbekistan are all relatively warm climate countries (although with different weather conditions), presenting excellent opportunities to develop horticultural value chains, including growing nuts, early fruits and vegetables. However, these countries have limited land and water resources. Efficient use of resources and focus on growing high value crops that could be exported or sold domestically is therefore imperative to support transition in these countries. Producers need support in identifying markets as well as business opportunities to market their products.

Georgia and Moldova are facing increased competition from imports as a result of the Deep and Comprehensive Free Trade Agreement (DCFTA) signed with the EU. Therefore, it is important to improve the competitiveness of local producers as well as assist them in realizing trade opportunities in new and advanced markets. The DCFTA will create business opportunities for high performing, internationally competitive companies to expand, but this will only be possible if the agribusiness sector, including horticultural production, adequately prepares for these new opportunities and trade pressures.

2. TERMS OF REFERENCE

The objective of this project is to contribute to capacity development of the Moldovan, Georgian, Tajik and Uzbek horticulture sector along the value chain and improve efficiency of the horticultural sector via seminars/trainings, business conferences market analysis and technological audits.

The objective of the consultant assignment is to prepare and present one presentations during the conferences on table grape in Georgia on the following subjects: *Pest management of table grapes, including Integrated pest management*

2.1 Description of services

- (i) Prepare a power point presentation for the conference in Georgia

Both Power Point presentation will include the information on pest management of table grapes and presentation will consist of:

- Introductory part (what this presentation is about)
- 15 – 20 slides, using the Calibri 24 character.
- Visual materials such as pictures, graphics, etc.
- Conclusions and recommendations.

The presentation should be prepared in presented in Russian (preferably) or in English.

- (ii) Make a power point presentation during conference in Georgia

The prepared presentation will be presented during the table grapes conferences in Georgia and Moldova.

- (iii) Participate as an expert at the conference in Tbilisi

The expert will travel to Tbilisi, Georgia from 19 to 21 November, including travel days. The expert will make a presentation during the conference in Georgia on the 20th November.

2.2 Outputs and time schedule

During the assignment, you are expected to deliver the following outputs:

<u>Outputs No.</u>	<u>Deliverable Name</u>	<u>Deadline</u>
Output 1	Present the power point presentations for	

	Georgia	November 12, 2018
Output 2	Travel report for Georgia (will include boarding pass, hotel invoice and local transport costs)	November 28 , 2018

2.3 Activities and Level of effort

The contractor shall provide the payment for purposed activities as follows:

<u>Activity</u>	<u>No. of days level of effort</u>
Travel days for participation in the business conference in Georgia on table grapes (19-21 November), which be held on 20 of December.	2 days
Preparation of the power point presentation	1 day
Participation at the conference with the speech (Georgia&Moldova)	1 days
	4 days

CONSULTANT: Mr. Vitalie Cebanu

Signature: _____

Date: October 31, 2018

to the Agreement No. **112 FAO-VC**
of 31st of October 2018

SERVICE DELIVERY CERTIFICATE

The public organization National Federation of Farmers of Moldova "AGROinform", represented by the Executive Director Aurelia Bondari, acting on the basis of the Articles of Association, hereinafter referred to as the Customer, on the one hand, and Mr. **Vitalie Cebanu**, hereinafter referred to as the Provider, on the other hand, have signed this Certificate to certify the following:

Works performed/Services provided	The outcome of acceptance control (is/is not in compliance with the terms of the Agreement)
1. Subsistence Allowance (DSA)	3*181= 543 USD
2. Travel days for participation in the business conference in Georgia on table grapes (19-21 November), which be held on 20 of December	200 USD
3. Preparation of the power point presentation	100 USD
4. Participation at the conference work with the speech	100 USD
A. Total works/services in the amount of:	943 USD

The Customer certifies the compliance of services provided with the terms of the Agreement and the lack of claims to the Provider.

Provider

Customer



Vitalie Cebanu, Consultant

Aurelia Bondari, Executive Director