


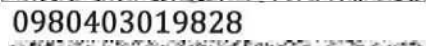



COOPERATION CONTRACT

No. 280108/2018 - ČRA

BETWEEN

CONTRACT OWNER: **CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY**
Represented by: Mr. Pavel Frelich -director
Residence: Nerudova 3, 118 50 Praha 1
Contract owner's contact person: Jana Kačírková
Phone: 
E-mail: 
Identification number: 75123924
Bank connection: 
Account Number:
(hereafter "CzDA")

and

Supplier: Tamara Adasan
Residence: 
Phone: 
E-mail: 
Tax identification number: 0980403019828
Bank connection (intermediary): 
Bank of the beneficiary : 
Account Number:
SWIFT code:
(hereafter "Consultant")



1. SUBJECT OF THE CONTRACT

1. The Parties have agreed to cooperate on projects in the frame of Foreign Development Cooperation of the Czech Republic (hereafter "FDCCR") in Moldova, in the sector Inclusive Social Development (hereafter "sector"). The Consultant hereby undertakes to provide to the CzDA support and consultations in the area of its expertise, properly and in time on the basis of CzDA's orders according to article 5. of this Contract (hereafter "services").
2. The CzDA hereby undertakes to pay to the Consultant for provision of services remuneration in accordance with the conditions stated in this Contract.
3. The Parties agree that this Contract will be applicable to all other activities and services provided by the Consultant related to the subject of this Contract.

2. REMUNERATION AND COSTS OF THE CONSULTANT

1. The Parties have agreed that the CzDA will pay the Consultant for provided services remuneration in the amount of 15 EUR including VAT for every entire hour spent by provision of the services. In case of business trips to the target areas of the FDC CR in Republic of Moldova, the CzDA will pay to the Consultant also travel costs, but only costs for transportation and accommodation. CzDA will not pay any other costs, e.g. meal expenses. Calculation of estimated travel costs shall be approved by the CzDA in writing before the business trip.
2. The remuneration will be paid to the Consultant for each calendar quarter.
3. The Consultant will issue an invoice after fulfillment of the conditions stated in provisions of article 2. paragraph 2 and article 5. paragraph 4 of this Contract. The invoice shall be delivered to the Embassy in Chisinau in two counterparts within 10 calendar days after end of the calendar quarter. The address of the Embassy in Chisinau is **Ambasada Republicii Cehe**, Str. Moara Roşie 23, Rîşcani, 2005 Chişinău.
4. The invoice will acquire maturity after 30 days from its delivery to the Embassy in Chisinau. The day when the bank account of the CzDA is debited will be considered as day of payment. The invoice shall have all requirements of a tax document. Within the date of maturity of the invoice the CzDA can return incorrect or invalid invoice to the Consultant and refuse payment.



5. The remuneration includes all costs and expenses of the Consultant related to the provision of services except the travel costs stated in article 2.paragraph 1. of this Contract, if otherwise will not be stated in the order of the CzDA.

3. DURATION OF THE CONTRACT, CONTRACT TERMINATION

1. This Contract is for definite period. Remuneration paid under this Contract is limited to the amount of 10.000 EUR including VAT and after reaching this limit the Contract will be automatically terminated.
2. This Contract can be terminated by agreement of the Parties or written notice of dismissal without reason of one of the Parties, which needs to be delivered to the other Party. The notice period is one calendar month and begins from the first day of calendar month following after calendar month in which the notice of dismissal has been delivered to the other party.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. CzDA shall provide to the Consultant necessary assistance for performance of the subject of the Contract. Necessary assistance especially includes provision of all relevant information and documents related to the subject of this Contract within 5 working days from request made by the CzDA, if the Parties do not agree otherwise, authorization of the representatives of the CzDA, which will cooperate with the Consultant for all period of performance of the Contract and will be able to provide qualified comments on the situation, potential issues and requirements associated with the performance of the Contract.
2. The Consultant is not liable for delay caused by the lack of necessary assistance from the CzDA.
3. The Consultant is aware, that some of the information obtained under this Contract (e.g. planned FDC CR projects, which will be subject of public tendering or subsidies) are confidential. The Consultant hereby undertakes to keep confidentiality about all information obtained during provision of the services and will not disclose any information obtained during provision of the services to the third parties.



5. ORDERS

1. The Consultant will provide services on the basis of orders sent to its email address stated in this contract. Consultant undertakes to confirm receipt of the order by email within 3 working days. By confirmation of receipt of the order the Consultant accepts conditions stated in the order. If the ordered services are outside its expertise, the Consultant shall inform CzDA about this within 3 working days and refuse the order, otherwise the CzDA will assume that ordered services are within expertise of the Consultant.
2. The services can be also ordered on behalf of the CzDA by **Ambasada Republicii Cehe**, Str. Moara Roşie 23, Rîşcani, 2005 Chişinău, email: chisinau@embassy.mzv.cz, tel. +373 22209934.
3. The CzDA or the other authorized representatives will state in the order specification of the services, terms of provision of the services, estimated duration and other information necessary for performance of the services.
4. Once per calendar quarter, the Consultant will send to the CzDA email address statement of work consisting of list of activities, number of hours spent by each activity, remuneration per hour, remuneration for each activity and total remuneration. Specimen of the statement of work will CzDA send to the email address of the Consultant after signature of this Contract. The CzDA will approve the statement of work or request its completion, revision or explanation. The right for respective remuneration arises by the approval of the statement of work.

6. CONTRACTUAL FINES

1. In case that the Consultant breaks confidentiality according to article 4.paragraph3 of this Contract, it is obliged to pay contractual fine to the CzDA in the amount of 500 EUR for each breach.
2. In case of delay in provision of the services in respective terms stated in the order, the Consultant is obliged to pay contractual fine to the CzDA in the amount of 20 EUR for each started day of delay



3. In case of delay in confirmation of the order or refusal of the order, the Consultant is obliged to pay contractual fine to the CzDA in the amount of 4 EUR for each started day of delay
4. Payment of the penalty does not affect the claim for damages caused by the Consultant to the CzDA. The Parties agree that provisions of the Section 2050 of the Civil Code will not apply to this Contract.

7. FINAL PROVISIONS

1. This Contract and any claims and obligations resulting from it shall be governed by Czech law, especially by Civil Code.
2. Any changes of this agreement are possible only by written amendments numbered consecutively based on consensus of both Parties.
3. The Parties undertake to settle all disputes resulting from this contract amicably, any dispute which cannot be settled amicably shall be brought before the courts of the Czech Republic.
4. The Parties are aware of the fact that this Contract will be published in the Register of Contracts under Act no. 340/2015 Coll., on Register of Contracts because the CzDA is a person obligated under this act, and the parties agree with the publication. The CzDA agrees to arrange the publication within 30 days from the signature of this Contract by both parties.
5. This Contract becomes valid on the day of its signature and effective upon its publication in the register of contracts.
6. This Contract represents full agreement between Parties and replaces all other agreements, orders and declarations. No other agreements, declarations, warranties or similar acts oral or written will not be binding except those made on the basis of this Contract.
7. All correspondence shall be in writing and send to the addresses stated in this contract.



8. This Contract becomes effective by its signature by both Parties and is made in three counterparts in the English language, from which CzDA will receive two counterparts and the Consultant will receive one counterpart.
9. The Parties declare that they have read this Contract that it has been concluded based on their own will and not under noticeably unfavorable conditions or under distress and that they agree with its content. In witness whereof, the Parties affix their signatures below.

In Prague on



For and on behalf of the CzDA



Pavel Frelich, Director



In Chisinau on

For and on behalf of the Consultant



Tamara Adasan