

Reference No.: 02_EU4EnW&D 6552-00/2022

SERVICE CONTRACT

For Consultant Services

Project Number [6552-00/2022]

Concluded by and between the **Austrian Development Agency**, a company with limited liability, registered in the Companies Register at the Commercial Court Vienna under FN 243529 g, having its registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria, as contracting authority (hereinafter "ADA"), with the technical support of International Office for Water for the daily management of technical and methodological issues (hereinafter "OiEau")

and

[Contractor name],

ALTERNATIVE A <an association formed under [country/state] law, registered [name of register of associations] under no. [•], registered domicile in [city/district/municipality] and with its head offices at [street address, city/district/municipality, postal code, region, country]

>ALTERNATIVE B <an enterprise with the legal form of [limited liability company/unlimited partnership/individually owned enterprise], registered in the [register of companies] at [court/institution managing the register of companies] in [city/district/municipality] under number [•], registered domicile in [city/district/municipality] and whose business address is [street address, city/district/municipality, postal code, region, country], as contractor (hereinafter "Contractor").

Article 1. Services to be performed

1.1 ADA commissions and the Contractor accepts the order pursuant to the Terms of Reference and the Last and Best Offer, both attached hereto.

1.2 The Contractor acknowledges that this service contract (hereinafter "Contract") is concluded in the framework of the programme "EU4Environment Water and Data" (co-)

financed by the European Union (EU). In performing its tasks, the Contractor therefore shall take into consideration the relevant terms and conditions of the General Conditions to the European Union Contribution Agreement 6552-00/2022/DCagree/3-DMI/2021 (hereinafter "Contribution Agreement"), concluded between ADA and the EU and attached hereto.

- 1.3 All communications to ADA in connection with the Contract and any documents resulting from performance of this Contract shall be in English, with exception of the Tender documents elaborated by the Contractor for selection of the service operator. Where the language specified is not English and if so requested by ADA, they shall be accompanied by a translation or a summary in English.

Article 2. Time schedule and place of performance

- 2.1 The agreed services shall be performed in the period 16 January - 30 December 2023.

Note: The schedule may be amended in case of unpredictable circumstances, within written agreement, between ADA and the Contractor.

- 2.2 The place of performance shall be Moldova.

Article 3. Compensation for the services rendered

- 3.1 The compensation for the services rendered (the remuneration and any reimbursements of expenses) plus any VAT shall cover the entire work and all efforts made by the Contractor under this Contract, including the costs incurred thereby, such as office costs and cost of materials, cost of at least 3 plenary consultation meeting with the local stakeholders, for the required number of copies, travel expenses as well as costs for staff to be employed by the Contractor and to be used for carrying out the agreed tasks, including the resulting taxes and social security charges.
- 3.2 If the Contractor is liable to pay value added tax (VAT), the compensation for the services rendered (remuneration and reimbursement of expenses, if any) is increased by the amount of VAT paid by the Contractor to the tax authority, on the condition that the Contractor proves that such VAT is not recoverable by any means, and it is established that they are effectively borne by the Contractor. Expenses shall be reimbursed exclusive of VAT in case the Contractor is entitled to input tax deduction. The amount of VAT must be stated on the invoice.
- 3.3 The Contractor shall receive a fixed lump-sum of maximum **EUR [•]** (in words **[•] euros**) including any applicable VAT as an all-inclusive sum for remuneration and expenses.
- 3.4 Payment schedule (proposed):

#	Payment % from the contract value	Time of payment (months after the inception date of the contract)	Payment conditions
1	10% Advanced payment	0	After signing of the contract
2	30%	3	A full and up-to-date contextualization report including all relevant data gathered, approved by OiEau and ADA
3	20%	5	Tender documents (consulted) for selection of WSS service operator for managing the WSS infrastructure in the villages in the South of Nirnova River basin, including mentioned documents in p. 2.3 of ToRs, approved Report by OiEau and ADA
4	20%	12	Assignment Completion Report, including the final evaluation and selection of the company, draft contract, and including the results from last consultations together with the WSS master plan updated approved by OiEau and ADA

Article 4. Travel expenses

- 4.1 For the purposes of this Contract, travel expenses shall mean transportation costs as well as costs of accommodation and meals.
- 4.2 Travel that is not expressly foreseen in the Terms of Reference requires prior written authorization by ADA. Otherwise, the Contractor shall not be entitled to reimbursement of travel expenses.
- 4.3 Applications for reimbursement of travel expenses must be presented in the course of financial statements and/or the final financial statement. For the reimbursement of travel expenses, see section 2 of the ADA General Terms and Conditions.

Article 5. Terms of payment

- 5.1 The **remuneration and reimbursement of expenses** shall be paid to the Contractor's account at:

Sort Code [BLZ]:

BIC (S.W.I.F.T):

IBAN:

Number of the account:

Name of the account holder:

under the reference of ADC

Project Number: 6552-00/2022

after proper fulfilment of the Contract and of the agreed services as defined in Article 1 and Article 2, and according to the payment schedule as defined in Article 3 upon presentation of a financial statement within thirty (30) days of ADA's approval of its substantive and financial accuracy.

- 5.2 Acceptance of the final payment based on the final financial statement shall exclude subsequent claims unless a reservation to that effect is included in the financial statement or such a claim is raised within one month of receipt of the payment. Reasons for such reservation must be given in writing.

Article 6. Subcontractors

- 6.1 The Contractor intends to subcontract the following parts of the services to the following subcontractors: [if any].

Article 7. Social security contributions and taxes

- 7.1 The Contractor shall be solely responsible for paying taxes on all compensation received in connection with the Contract.
- 7.2 The Contractor shall comply with the relevant provisions of the Agreements No. 29, 87, 94, 95, 98, 100, 105, 111 and 138 of the International Labour Organisation, BGBl. [Austrian Federal Law Gazette] No. 228/1950, No. 20/1952, No. 39/1954, No. 81/1958, No. 86/1961, No. 111/1973 and BGBl. III No. 200/2001, each in its currently applicable version.
- 7.3 The performance of the Contract must be carried out in such a way that the legal rules governing labour and social law in force at the place at which the services are to be performed are complied with. These legal rules are available for inspection by interested bidders and applicants at the local branch of the statutory representatives of employers and employees with jurisdiction over performance of the Contract.

Article 8. Documents, equipment

ADA through OiEau support shall provide the Contractor with the following documents (copies): Nirnova WSS master plan

Article 9. Processing of personal data

- 9.1 The Contractor acknowledges:

- a) to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice");
- b) that ADA may transfer personal data to the European Commission. Processing of personal data by the European Commission takes place pursuant to Regulation 2018/1725 (Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC Text with EEA relevance, OJ L 295, 21.11.2018, p.39.) and in accordance with the European Commission's privacy statement.

9.2 The Contractor shall:

- a) promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Contract;
- b) ensure that personal data referred to in Section 9.2a) is transferred or disclosed to ADA in accordance with applicable data protection law;

9.3 The Contractor shall comply with applicable data protection law and ensure an appropriate protection of personal data. The Contractor shall

- a) process personal data lawfully, fairly and in a transparent manner;
- b) collect personal data only for specified, explicit and legitimate purposes;
- c) process personal data only as far as it is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) ensure that personal data processed is accurate and up-to-date;
- e) keep personal data in a form that permits identification of data subjects for no longer than is necessary for the purposes for which it is processed; and
- f) process personal data in a manner that ensures appropriate security of the personal data.

9.4 The Contractor acknowledges that transparency is an important guiding principle of ADA's work as the operational unit of Austrian Development Cooperation. The Contractor therefore acknowledges that ADA may publish, in particular on ADA's website, information about the Contract and documents created pursuant to this Contract (see section 12.2 of the ADA General Terms and Conditions).

Article 10. Place of jurisdiction and applicable law

10.1 Any disputes arising out of this Contract shall be referred to the competent Austrian court. Place of jurisdiction is 1010 Vienna.

10.2 Notwithstanding Section 10.1, ADA shall have the option to submit disputes or claims arising out of or in connection with this Contract, including disputes relating to its validity, breach, termination or nullity, to arbitration in accordance with the UNCITRAL Arbitration Rules valid at the effective date of this Contract. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at The Hague. The number of arbitrators shall be one. The place of arbitration shall be Vienna and the language to be used in the arbitral proceedings shall be English. ADA may exercise this option also if litigation is brought against ADA in the court of law pursuant to Section 10.1, by objecting to the court's jurisdiction.

10.3 Disputes arising from or in connection with this Contract shall be governed exclusively by Austrian Law, under exclusion of any conflict of law rules or referrals to foreign law.

Article 11. Supplementary provisions

Not applicable

Article 12. Final provisions

12.1 Correspondence under this Contract shall be sent to:

andrei.ursache@ada.gv.at

In copy p.henry-de-villeneuve@oieau.fr

Any change of the contact details must be communicated to the other party without delay.

12.2 This Contract constitutes the entire and only agreement between the parties regarding its subject matter and supersedes all other prior representations, agreements, and understandings between the parties. No modification of or amendment to this Contract shall be effective unless made in writing, including any renouncement of this formal requirement.

12.3 The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Contract. No waiver by a party of a particular provision, right or remedy shall be effective unless in writing and signed by that party.

12.4 ADA may at any time assign or otherwise transfer this Contract or any of the rights or obligations under this Contract to the EU, the European Commission or the Contracting Authority (as defined in the Contribution Agreement).

12.5 The Contractor is not permitted to dispose of claims arising from the Contract, whether by assignment, instruction or pledge; dispositions made in breach of this Section 12.5 shall not have any legal validity *vis-à-vis* ADA. Thus, no direct transfers to creditors of the Contractor may be made.

12.6 The EU, European Commission and Contracting Authority shall be third-party beneficiaries to this Contract and shall be entitled to directly enforce, and rely upon, any right conferred to them under this Contract.

12.7 All Annexes shall form integral parts of this Contract. In the case of any conflict, the Contract shall take precedence, followed by the ADA General Terms and Conditions, the Terms of Reference, and the binding offer, in that order.

12.8 By signing this Contract, the Contractor confirms to have received all stated parts of the Contract and to have acknowledged the contents of the same. The Contractor furthermore represents to have taken note of the General Conditions to the Contribution Agreement and shall consider the terms and conditions set forth therein in performance of the Contract.

12.9 This Contract may be executed in counterparts, each of which, when signed, shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Contract shall enter into force on the date when the second of the two parties signs.

AUSTRIAN DEVELOPMENT AGENCY

CONTRACTOR

Date:

Date:

Dr. Gunther Zimmer, Counsellor & Head of
Coordination Office for Technical Cooperation,
Austrian Embassy, Chişinău

Legally valid signature required
(Name in block capitals, stamp)

AUSTRIAN DEVELOPMENT AGENCY

Date:

Andrei Ursache, National Coordinator for
Moldova for the regional
Programme EU4Environment - Water
Resources and Environmental Data,
Austrian Coordination Office for Technical
Cooperation, Austrian Embassy, Chişinău

- Annex A: ADA General Terms and Conditions of Contract for Consultant Services and Similar Intellectual Services
- Annex B: Terms of Reference
- Annex C: Binding offer [Date]
- Annex D: General Conditions to the European Union Contribution Agreement
- Annex E: Confirmation Transmission of the Information Sheet Code of Conduct and Information Points
- Annex F: Information Sheet Code of Conduct and Information Points
- Annex G: Declaration of Honour

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