



SERVICE AGREEMENT

Consultancy Services: International Consultant to conduct a needs assessment and develop a Roadmap

This Service Agreement (hereinafter referred to as **Contract**) is between **Soros Foundation Moldova**, legally registered under the name Fundația Soros Moldova, ID No.1019620011009, (hereinafter referred to as **Beneficiary or Foundation**), represented by the Executive Director Petru Culeac, on the one hand,

and

Name/Surname (hereinafter referred to as **Contractor**), whose address is _____ on the other hand.

1. PURPOSE OF THE CONTRACT AND THE LEGAL STATUS OF THE CONTRACTOR

1.1 The Purpose of this Contract is the implementation of the Activity C4 _____ according to the approved 2021 action plan of the Good Governance Department.

1.2 This Contract is signed based on the Decision of the Procurement Committee of the Beneficiary (Minutes no. _ from _____.2021).

1.3 The Contractor shall have the legal status of an independent contractor vis-à-vis the Beneficiary, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee.

2. OBLIGATIONS OF THE CONTRACTOR

2.1 The Contractor shall perform and complete the services described in the Terms of Reference (Annex no.1 to this Contract) - (hereinafter the "Services"), with due diligence and efficiency. The Contractor shall provide all technical and administrative support needed to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor presents and warrants the accuracy of any information or data provided to the Beneficiary to enter into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, under the highest industry and professional standards.

2.3 All-time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. TERM OF THE CONTRACT

3.1 This Contract shall commence on **August 01, 2021** and shall expire on the satisfactory completion of the services described in the Terms of Reference, but not later than **September 30, 2021**. (The period during which the Contractor renders services to the Soros Foundation Moldova shall be referred to in this Contract as the "Contract Term").

4. PRICE AND PAYMENT

4.1 In full consideration for the complete and satisfactory provision of the Services specified in Annexes 1 and 2, the Beneficiary shall pay the Contractor a fixed amount indicated in article 4.3 of this Contract.

4.2 The breakdown of costs contained in the Plan, Price & Schedule of Payments (Annex 2 to this Contract) shall specify the maximum amount that is payable under this Contract.

4.3 The Contractor shall receive a gross fee of _____ **USD**, wired to the Contractor's bank account, upon accomplishing the task and delivering Final Report, as mentioned in Annex 2.

4.4. The amount stated in this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.5 The Beneficiary shall effect payments to the Contractor in the amounts and according to the schedule of payments outlined in the Terms of Reference and Plan, Price & Payment, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by the Beneficiary of the original invoices submitted by the Contractor, together with whatever supporting documentation that may be required by the Beneficiary.

4.6 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.7 Payments effected by the Beneficiary to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by the Beneficiary of the Contractor's provision of the Services.

5. SUBMISSION OF REPORT

5.1 The activity report, and any other supporting documentation required under this Contract shall be submitted by the Contractor to the Beneficiary's Contact Person – Natalia Camburian, Head of the Good Governance Department, e-mail: ncamburian@soros.md.

6. TIME AND MANNER OF PAYMENT

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by the Beneficiary. The Beneficiary shall make every effort to accept an invoice or advise the Contractor of its non-acceptance within a reasonable time from the receipt.

6.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit a report, describing in detail the Services provided under the Contract during the period covered in each report. All reports shall be written in the English language.

7. TAX WITHHOLDING AND EXEMPTION

7.1. The Contractor acknowledges that he is an independent contractor and has been hired by the Beneficiary as such. Therefore, any taxes that may be due in the residence country of the Beneficiary are withheld from the Contractor's payment according to the residence country's national legislation.

7.2. The Contractor hereby acknowledges that any liability for taxes he may incur in his country of residence is his sole responsibility and not the responsibility of the Beneficiary, if applicable.

7.3. All contract amounts are to be considered Gross Amounts, meaning Fee Before Tax, and are subject to 12% Income Tax for non-residents. Contractors able to provide a Certificate confirming their tax residence, officially issued by the Tax Authority of their country of residence, to apply the Convention/Agreement for the avoidance of double taxation between their State and the Republic of Moldova (in case of existence of a such a Convention/Agreement), will be exempted from paying local income tax in the amount of 12%.

7.4 The contract amounts are subject to VAT for the provided services.

8. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

8.1 Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as stated in the Confidentiality Agreement (Annex 3 to this Contract).

9. COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS

9.1 Except as is otherwise expressly provided in writing in the Contract, the Beneficiary shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, concerning products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the Beneficiary under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the performance of the Contract. The Contractor acknowledges and agrees that such products, documents, and other materials constitute work made for hire for the Beneficiary and are the sole property of the Beneficiary.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Beneficiary does not and shall not claim any ownership interest thereto, and the Contractor grants to the Beneficiary a perpetual license to use such intellectual property or other

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has developed for the Beneficiary under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the performance of the Contract. The Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for the Beneficiary and are the sole property of the Beneficiary.

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Beneficiary does not and shall not claim any ownership interest thereto, and the Contractor grants to the Beneficiary a perpetual license to use such intellectual property or other

11. FORCE MAJEURE, OTHER CHANGES IN CONDITIONS

11.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

11.2 If the Contractor is rendered unable, wholly or in part, because of force majeure to perform its obligations and meet its responsibilities under the Contract, the Beneficiary shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 11, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the Beneficiary shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, because of force majeure for any period above ninety (90) days.

11.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, an act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

12. TERMINATION:

12.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

12.2 In the event of any termination of the Contract, no payment shall be due from the Beneficiary to the Contractor except for the Services satisfactorily provided to the Beneficiary following the requirements of the Contract.

13. AMENDMENTS AND WAIVERS

13.1. No provision of this Contract may be amended, modified, waived, or discharged except as agreed to in writing by the Contractor and the Beneficiary.

13.2. The failure of either Party to insist upon strict adherence to any term of this Contract on any occasion will not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

13.3 If any provision of this Contract is declared void, unlawful, or unenforceable because of any legal provision or judgment, this shall not affect the validity or enforceability of the other contractual terms, which shall remain in force and take effect as if the clause declared invalid, illegal or unenforceable has not been part of this Contract upon signature, with the condition that parties will take the necessary steps to replace the annulled clause with another clause, that would be legal and applicable to produce the same legal or economic effects as the annulled clause.

14. SETTLEMENT OF DISPUTES

14.1 Disputes arising between the parties in connection with the conclusion, interpretation, application, or effects of this Agreement shall be governed by the law of the Republic of Moldova

14.2 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement, it has to be agreed between the Parties in writing.

14.4 Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 13.2, above, within ten (10) days after receipt by one Party of the other Party's written request for such a claim, shall be referred by either Party

15.4. Disputes that have not been resolved through negotiations will be submitted for final settlement to the competent courts of the Republic of Moldova.

15. PERSONAL DATA PROTECTION

15.1 This document and any other documents related to this Contract, may contain personal data, that will be processed within the evidence system no.0001383-003, registered in the Register of personal data operators www.registru.datepersonale.md.

15.2 The Contractor agrees that his personal data, made available to the Beneficiary, will be processed under the conditions of Law no. 133 of 08.07.2011 on the Protection of Personal Data, by signing the Agreement on the processing of personal data, Annex no.4 to this contract.

15.3 The Beneficiary, as a personal data operator, registered in the Register of records of personal data operators, will collect, process, and store personal data received from third party entities, within the limits of this contract. The Beneficiary guarantees the observance of the rights regarding the protection of personal data that belong to the partners, as well as, as the case may be, to other data subjects.

15.4. Under the principles of personal data protection, data subjects enjoy the following rights: to information, access to data, intervention, opposition to personal data concerning them, and the right to address justice.

16. FINAL PROVISIONS

16.1. This Contract, together with the amendments, additions, and annexes thereto, represents the deliberate will of the Parties and removes any verbal agreement between them before its conclusion.

16.2. This Contract is signed in English, in two originals, with equal legal force, one for each of the Parties.

If the foregoing terms accurately reflect our mutual understanding, please acknowledge your acceptance by signing below where indicated. Please return the original signed contract and retain a copy for your file. We look forward to working with you.

Beneficiary

Contractor

Petru Culeac _____
Executive Director

Name/Surname _____

Natalia Camburian _____
Head of Good Governance Department

TERMS OF REFERENCE

Request for Proposals to conduct a needs' assessment & a Roadmap to strengthen the Criminal Assets Recovery Agency' s (CARA) institutional capacities.

Activity: „Conduct a needs assessment & a Roadmap to strengthen the Criminal Assets Recovery Agency's institutional capacities”, funded and implemented by the Soros Foundation Moldova (Action Activity no. C4)

RPF no.: 2021.DBG.01

Timeframe: August 2021 – September 2021

Context

Soros Foundation Moldova (SFM) is a non-governmental, non-profit, non-partisan organization that aims to promote open society values in Moldova.

The goal of the Good Governance (GGD) department is to enhance transparency, accountability, and efficiency of public authorities.

In order to realize the Department's objectives, GGD cooperates with various actors: business communities, active civil society organizations and public institutions, including the Criminal Assets Recovery Agency (CARA). CARA is an autonomous specialized subdivision under the National Anticorruption Center. The institution was relatively recently established (2018). CARA's main functions are to conduct parallel financial investigations, including corruption offences, drug trafficking, human trafficking, organized crime, tax evasion, smuggling, and money laundering. The role of this institution is very important for Moldova, however, due to the lack of country's experience in this field, there is a need to strengthen CARA's capacities and improve the legal framework to make it functional.

The creation and operation of the Criminal Assets Recovery Agency was dictated by the commitments made by the Republic of Moldova as within the framework of the Association Agreement with European Union, as well as in the commitments that derived from international conventions: United Nation Convention Against Corruption and United Nations Convention Against Transnational Organized Crime.

National legal framework:

- [Law no. 48 of 30.03.2017](#) on Criminal Assets Recovery Agency (came in force from 19.05.2017)
- [Code of Criminal Procedure](#), with subsequent amendments
- [Law no. 49 of 30.03.2017](#) on the completion of legislative acts (came in force 19.05.2017)
- [Law no. 261 of 07.12.2017](#) on the amendments and completion of legislative acts (came in force 12.01.2018)
- [Law no. 179 of 26.07.2018](#) on the amendments and completion of legislative acts
- [Government Decision no. 684](#) of 11.07.2018 on the approval of the Regulation on assessing, managing and estimating the value of (seized) criminal assets (came in force 12.10.2018)

International legal framework:

- UN Convention Against Corruption, adopted on 31.10.2003 (Chapter V Asset Recovery)
- UN Convention Against Transitional Organized Crime, adopted on 15.11.2000
- EU Council Decision 2007/845/JHA of 6 December 2007 concerning cooperation between Asset Recovery Offices of the Member States in the field of tracing and identification of proceeds from, or other property related to, crime
- Directive 2014/42/EU on the freezing and confiscation of instrumentalities and proceeds of crime

Attributions of the Agency:

- Conducting parallel financial investigations and drawing up minutes of the results, as well as seizing criminal assets under the Code of Criminal Procedure
- Evaluating, managing, and estimating the value of seized criminal assets
- Keeping records of seized criminal assets, including based on the request from foreign competent authorities
- Negotiating repatriation of criminal assets, under the terms of art. 13 par. (2)
- International cooperation and exchange of information with foreign competent authorities

- Collection and analysis of statistical data regarding the offences provided for in this law
- Representing state interests and legal persons of public law in civil lawsuits of criminal assets recovery, as well as compensation for damage caused by breaking the legislation of the Republic of Moldova and other states
- Cooperation with public authorities that exercise the relevant attributions for the activity carried out by the Criminal Assets Recovery Agency
- Supporting, in accordance with the rule of law, judicial bodies for the use of the best practices in the matter of identification and management of assets that can be the object of the measures of seizing and confiscating within the criminal proceedings.

For more information about CARA's activity please follow the [link](#).

The Good Governance Department hereby invites you to submit a Proposal to this Request for Proposals (RFP) to conduct a needs assessment & a Roadmap to strengthen the Criminal Assets Recovery Agency's institutional capacities.

Objectives

The specific objectives of the needs assessment are:

- To analyze the national legal framework related to CARA's activity.
- To analyze the international legal framework and practice of criminal assets recovery process and determine the compliance of national legislation to international standards.
- To analyze the existing research reports, studies, and documents on CARA's activity and criminal assets recovery.
- To identify the main stakeholders of the criminal assets recovery process and map the operational workflow.
- To analyze the existing national and international jurisprudence in criminal assets recovery process.
- To analyze the operational working processes of CARA's employees and identify the difficulties they meet in exercising their responsibilities.
- To assess the institutional capacities of CARA: organizational, technical, financial, human resources, cooperation with national and international partners.
- To identify potential elements that can reduce the overall effectiveness and efficiency of the criminal assets' recovery regime in Moldova.
- To determine the institutional development necessities of CARA.
- To develop a Roadmap listing the current deficiencies and proposed solutions. The document needs to present the necessary next steps to overcome the constraints in CARA's activity aiming to strengthen the institution's efficiency and transparency.

The work process will include the following steps:

1. Develop the methodology: define methods and work techniques.
2. The methodology has to be approved by GGD team and CARA before the implementation starts.
3. Apply the developed methodology: collect and analyze information and write the needs assessment report.
4. Present the draft report for consultation to CARA and GGD team to validate the results.
5. Adjust the needs assessment report, if necessary.
6. Develop the Roadmap draft.
7. Present the Roadmap draft for consultation with CARA and GGD team.
8. Improve/adjust the document, if necessary.
9. Present the final documents – the needs assessment research and Roadmap. The final documents should not exceed 30 pages, except attachments (size A4, Calibri 11, spacing before – 0, after – 0, line spacing – 1.15 pts). The Foundation will hire a company to cover the costs of the design of the report.
10. Based on the research results, the Consultant will prepare:
 - a. a factsheet document (one pager). The factsheet will be addressed to national decision- makers for advocacy purposes. The consultant will deliver the content. A company will be hired to design it.
 - b. and an infographic – which will be addressed to mass media, to help them better understand the research findings. The consultant will deliver the content. A company will be hired to design it.
11. The Foundation will translate all the materials in Romanian.
12. The Consultant will present the results in an online event organized by the Soros Foundation Moldova and CARA. The objective of this event is to present the key findings and discuss them with the main stakeholders.
13. The Consultant will cooperate with national mass media to promote the research results.

The document should refer to the following draft structure:

- Executive summary

- Description of working methodology
- Status-quo analysis, presenting deficiencies and challenges
- International framework analysis, presenting good practices
- Final conclusions and recommendations
- Roadmap with a detailed action plan for CARA's institutional development.

The Soros Foundation Moldova will own the patrimonial intellectual property rights generated as a result of this consultancy.

The results of the Needs Assessment and the Roadmap will be used by:

- Criminal Asset Recovery Agency – to strengthen its capacities.
- Relevant public authorities: National Anticorruption Center, General Prosecution Office, Anticorruption Prosecution Office, State Tax Inspectorate, Courts, etc. - to improve inter-institutional cooperation.
- Development Partners to support CARA's development as one of the main authorities in fighting corruption and recovering criminal assets.
- Active civil society organizations in the anticorruption field – to design more efficient strategic interventions in the sector.

Desired outputs/Expected deliverables

- Developed methodology: clearly defined research objectives, methods, and tools
- A needs assessment report
- A Roadmap with a detailed action plan
- A factsheet (one page)
- An infographic
- A final detailed activity report to reflect on the work conducted during the consultancy timeframe (1-3 pages, size A4, Calibri 11, spacing before – 0, after – 0, line spacing – 1.15 pts)

Applicants can provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the ToR, if any.

Arrangements

The international consultant will have the role of a team leader and will report to the Program Coordinator and Head of the GGD of the Soros Foundation Moldova. The GGD will assist the international consultant to identify the national stakeholders and facilitate the interviews with local experts. Also, the GGD team will provide feedback on every deliverable and all the relevant documentation for the successful completion of the mission.

Performance indicators

The Consultant's work will be evaluated based on the following performance indicators:

- Consultancy delivered with accuracy and top-level responsibility
- Compliance with the established timelines
- Demonstration of excellent cooperation with SFM and other counterparts. Act as a team member rather than as an external consultant
- Demonstration of proactive attitude and interest and keeping constant interaction and communication with national stakeholders and partners
- Deliver "Aha moment" conclusions and recommendations for national policy and decision-makers.

Payment provisions

The payment will be made by bank transfer in the currency of the contract, in 1 installment, only upon the Foundation's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of an invoice and certification of acceptance of work issued by the proper authority of the Foundation.

Beneficiary

Contractor

Petru Culeac _____
Executive Director

Name/Surname _____

Natalia Camburian _____
Head of Good Governance Department

Contract No. _____ from _____ 2021

ANNEX No.2 from _____ 2021

PLAN, PRICE & PAYMENTS

Beneficiary

Contractor

Petru Culeac _____
Executive Director

Name/Surname _____

Natalia Camburian _____
Head of the Good Governance Department

CONFIDENTIALITY AGREEMENT

Consultancy Services: International Consultant to conduct a needs assessment and develop a Roadmap

This Confidentiality Agreement (hereinafter referred to as Agreement) is between **Soros Foundation Moldova**, legally registered under the name Fundația Soros Moldova, ID No.1019620011009, (hereinafter referred to as **Beneficiary or Foundation**), represented by the Executive Director Petru Culeac, on one hand,

and

Name/Surname (hereinafter referred to as **Contractor**), whose address is _____ on the other hand.

The parties agree on the following:

1. DEFINITIONS AND INTERPRETATIONS

1.1. "**Confidential Information**" - any information regarding the activity of the Foundation including, but not limited to: personal data from the regular and special category of employees, partners, beneficiaries, and other persons who are in contact with the Foundation and others information disclosed in writing or any other tangible form by the holder of such information, whether or not the information so transmitted bears the mention "confidential information", "proprietary information" or "information containing personal data", which the Foundation discloses in any form, or becomes known during the period in which it is in contractual relations.

1.2. Confidential Information does not include information that the Contractor can prove that:

- a) it had access to without the obligation to maintain confidentiality, before that information being disclosed to the Contractor by the Foundation;
- b) it has been lawfully obtained in circumstances other than relations between the Parties or this Agreement;
- c) it has been created independently by the Contractor and not in the relations between the Parties or this Agreement;
- d) it was public data when the Foundation revealed it to the Contractor that received information, or it became public at a later stage.

1.3. Confidential Information will not be considered public, within the meaning of art. 1.2 lit. d), only because some of that information is included in the general information that is made public, or only because certain characteristics, components, or combinations of the Confidential Information are / or became public.

2. OBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Contractor undertakes to ensure confidentiality and not disclose Confidential Information that will have access to in the collaboration with the Foundation, in its contractual relations, and/or the information obtained during the signing of the contract.

3. ENSURING CONFIDENTIALITY

3.1. The Contractor undertakes to use the Confidential Information only for the purposes established by the Foundation, in this contract and the specific contracts.

3.2. The Contractor undertakes not to disclose the existence and content of the employment relationship between the Parties and of this Agreement, as well as the Confidential Information provided by the Foundation or known in the process of collaboration with the Foundation.

3.3. The Contractor will treat Confidential Information provided by the Foundation or known in the process of collaborating with the Foundation with the utmost care and discretion. The Contractor will act at least with the same diligence that any person would act under similar circumstances, to protect their confidential information or information of a similar nature belonging to a third party.

3.4. The parties undertake to treat the Confidential Information as strictly confidential.

3.5. The Contractor has no right to disclose Confidential Information to others unless expressly authorized in writing by the Foundation.

4. OBLIGATIONS OF THE PARTIES

4.1. From the moment of signing this agreement and for the entire duration of its validity, the Contractor undertakes to refrain from making public, transmitting or publishing, and/or determining that any Confidential Information be made, transmitted, or published.

4.2. From the date of signing this Agreement, the Contractor undertakes:

- a) To take the necessary diligence not to admit the disclosure of the Confidential Information that it has received the knowledge of;
- b) To immediately notify the Foundation that the Confidential Information has been disclosed by third parties;

4.3. To ensure the execution of its obligations, the Contractor undertakes not to copy, reproduce, distribute or disclose in any way (including by providing access to third parties) any Confidential Information, as defined in this Agreement.

5. DISCLAIMER OF LIABILITY

5.1. This Agreement does not cover information that:

- a) Was known to the Contractor on the date of signing the Agreement or on the date when it was provided by the Foundation and became known without violating the obligations of confidentiality;
- b) it is or has become public domain information, other than in violation of the provisions of this Agreement;
- c) it is obtained from a third party who is not bound by the obligation not to disclose such information;
- d) it must be disclosed based on a legal provision or a court decision.

6. DISCLOSURE UNDER THE LAW

6.1. If the Contractor is required by law or court decision to disclose Confidential Information, it undertakes to promptly notify the Foundation, to allow it to protect itself in a manner it deems appropriate.

6.2. If the Foundation fails to obtain a measure to protect its Confidential Information, the Contractor should strictly disclose that portion of the Confidential Information necessary to be disclosed under the law or court decision referred to in art. 5.1 and make every effort to ensure that the Confidential Information so disclosed is treated following the provisions of this Agreement.

7. UNAUTHORIZED DISCLOSURE OF INFORMATION

7.1. In cases where the Contractor is asked to disclose Confidential Information by a person unauthorized to receive such information, whether or not that third party is authorized to receive Confidential Information and whether or not the third party provides money or other benefits in exchange for Confidential Information, the Contractor undertakes by this Agreement to immediately notify the Foundation regarding such a proposal and to provide details regarding that request (the name of the person who proposed, the date of the request and any other relevant details).

8. DAMAGES AND COMPENSATION

8.1. If it is proved that the Contractor has been requested to disclose Confidential Information within the meaning of those mentioned above and that it has not complied with the obligations described in art. 5 and 6 of this Agreement, the Contractor shall be liable to indemnify the Foundation for damages caused by the non-performance or improper performance of this Agreement.

9. PROPERTY LAW ON MATERIALS

9.1. The Contractor acknowledges and confirms that the Confidential Information is the property of the Foundation and no provision of this Agreement or other legal acts signed between the Parties provides for the transfer of rights to the Contractor over this Confidential Information, except where such transfer is expressly stated.

10. DURATION OF THE AGREEMENT

10.1. This Agreement shall take effect on the date of its signing and shall be valid for the duration of the contractual relationship between the Contractor and the Foundation, and another year from the termination of the contractual relationship, regardless of the reason for their termination.

11. RETURN OR DESTROY OF CONFIDENTIAL INFORMATION

11.1. Upon written request by the Foundation, the Contractor will return all Confidential Information in its possession, as well as the media on which it is stored, including all copies of the Confidential Information.

11.2. The return of Confidential Information shall not relieve the Contractor of any other obligations under this Agreement.

12. NOTIFICATIONS

12.1. All notifications between the Parties shall be made in writing, by email, or by registered letter with acknowledgment of receipt. Notifications will be considered validly transmitted:

- a) in the case of dispatch by post, on the date stated on the acknowledgment of receipt,
- b) in the case of email transmission, on the date mentioned on the transmission confirmation report generated by the email application of the sending Party. Any change of address or email will be valid for notification only if communicated to the other Party at least 5 (five) working days before the date of transmission of the relevant notification.

13. INNOVATION OR ASSIGNMENT, INTEGRITY OF THE AGREEMENT

13.1. Neither Party shall have the right to renew this Agreement or to assign its rights under this Agreement or to assign its obligations under this Agreement without the prior approval of the other Party.

13.2. This Agreement constitutes the sole agreement between the Parties concerning its subject matter and supersedes all prior verbal, written statements, correspondence, agreements, and arrangements between the Parties before and in connection with this Agreement.

13.3. This Agreement may be amended only by additional documents signed by both Parties.

14. FINAL PROVISIONS

14.1. If any provision of this Agreement is declared void, unlawful, or unenforceable because of any legal provision or judgment, this shall not affect the validity or enforceability of the other contractual terms, which shall remain in force and take effect as if the clause declared invalid, illegal or unenforceable has not been part of this Agreement upon signature, with the condition that parties will take the necessary steps to replace the annulled clause with another clause, that would be legal and applicable to produce the same legal or economic effects as the annulled clause.

14.2. Disputes arising between the parties in connection with the conclusion, interpretation, application, or effects of this Agreement shall be governed by the law of the Republic of Moldova and shall be settled amicably. Disputes that have not been resolved through negotiations will be submitted for final settlement to the competent courts of the Republic of Moldova.

14.3. The Agreement, together with the amendments, additions, and annexes thereto, represents the deliberate will of the Parties and removes any verbal agreement between them before its conclusion.

14.4. This Agreement is signed in English, in two originals, with equal legal force, one for each of the Parties.

If the foregoing terms accurately reflect our mutual understanding, please acknowledge your acceptance by signing below where indicated.

Beneficiary

Contractor

Petru Culeac _____
Executive Director

Name/Surname _____

Natalia Camburian _____
Head of Good Governance Department

AGREEMENT ON THE PROCESSING OF PERSONAL DATA

Consultancy Services: International Consultant to conduct a needs assessment and develop a Roadmap

The undersigned, **Name/Surname** (hereinafter referred to as **Contractor**), whose address is _____

I express my **free, unconditional, and conscious consent to the processing of my personal data provided by me.**

I consent to the processing of my personal data under the following conditions:

1. **The operator that will process personal data:** Soros Foundation Moldova, based in the Republic of Moldova, 32 Bulgară Street, Chisinau.
2. **The processing of personal data is carried out only for the legitimate purposes stated in the Statutes,** including keeping records of the beneficiaries and for the execution of contractual obligations.
3. **The term for the processing** of personal data is established during the contractual or legal relationship. At the expiration of this term, the data are processed in archived form, for the period established by the Indicator of standard documents and their retention terms.
4. **The disclosure of personal data** will be made under the law, to the data controller and his employees, as well as to other companies affiliated to it with which the controller collaborates, including public authorities, contractual partners, and professional organizations.
5. **The cross-border transmission of personal data** will be carried out in strict accordance with the provisions of art. 32 of the Law on personal data protection, in the states where the partners of the Soros Foundation Moldova operate within the Open Society Foundations Network and other partners who are directly or indirectly affiliated through grant programs .

If the foregoing terms accurately reflect our mutual understanding, please acknowledge your acceptance by signing below where indicated.

Contractor

Name/Surname _____