

Contract

for the provision of legal advice, drawing up legal documents, legal assistance

No. _____

Date _____

1. Contracting Parties

Pursuant to Emergency Ordinance no. No. 34/2006 on the awarding of public procurement contracts, public works concession contracts and service concession contracts, as subsequently amended and supplemented, this service concession contract is concluded,

Between

AFACERI INTERNATIONALE S.R.L. Headquarters address Municipiul Iași, Strada GRIGORE URECHE, Nr. 3, mezanin, Bloc Walter Mărăcineanu, Judet Iași, INN 19087459, registration number J22 / 2491/2006, **represented by Viitiv Maria.**

as well as..... name of economic operator address
..... phone/fax.....
..... non-registration number tax code
..... account (treasury, bank)
represented bythrough.....
..... (name of executive), position as
provider, on the other hand.

2. Definitions

2.1. In this Agreement, the following terms shall be construed as follows:

- (a) **contract** - this contract and all appendices hereto;
- b) **buyer and supplier** - the contracting parties as named in this contract;
- c) contract price - the price payable to the Supplier by the Buyer under the contract for the full and proper performance of all obligations assumed under the contract;
- d) **services** - the activity, the provision of which is the subject of the contract;
- e) force majeure - a circumstance of external origin, extraordinary, absolutely unpredictable and inevitable, beyond the control of any party, not through their fault or fault and making it impossible to perform and, respectively, the performance of the contract; such events are considered: war, revolution, fire, flood or any other natural disasters, restrictions arising from quarantine, embargo, and the list is not exhaustive, but indicative. An event such as the above, which, while not creating impossibility of performance, makes it extremely costly for one of the parties to fulfill their obligations, shall not be considered a circumstance of absolute force;
- (f) **a day** - is a calendar day; **a year** - is 365 days.

3. Interpretation

3.1. In this contract, unless otherwise specified, words in the singular shall include the plural form and vice versa as the context permits.

3.2. The term "day" or "days" or any reference to days constitutes calendar days unless otherwise specified.

Mandatory paragraphs

4. Subject and price of the contract

4.1. The Supplier undertakes to provide legal advice, drafting of legal documents, legal assistance and legal representation to the Contracting Authority during the agreed period(s) and in accordance with the obligations undertaken under this contract.

4.2. The Buyer undertakes to pay the Supplier the agreed price (remuneration) for the performance of the contract for legal advice, drawing up of legal documents, legal assistance and representation at the request of the Contracting Authority.

4.3. The Price (remuneration) agreed upon for the execution of the contract, respectively the price of services rendered, to be paid to the Supplier by the Buyer is lei, to which is added VAT and a success fee of lei.

5. Contract validity period

5.1. The validity of this contract shall be calculated from the date of the Contract and until the parties have fulfilled their obligations.

6. The main obligations of the Supplier

6.1. The Supplier undertakes to provide the services under this contract during the agreed period(s) and in accordance with the commitments made.

6.2. The Supplier undertakes to provide the services in accordance with the standards and/or characteristics presented in the technical proposal attached to the contract.

6.3. The Supplier undertakes to provide the services in accordance with the performance schedule presented in the technical proposal. 6.4 - The Supplier undertakes to indemnify the buyer against any:

1. claims and lawsuits arising from infringement of intellectual property rights (patents, names, trademarks, etc.) related to the equipment, materials, installations or machines used for or in connection with the services provided,
2. losses, costs, charges and expenses of any kind related, except in a situation where such infringement is the result of compliance with specifications drawn up by the purchaser.

7. Buyer's main responsibilities

7.1. The Buyer undertakes to pay the price agreed upon in this contract for the services provided. By law, advance payments can be made.

7.2. The Buyer undertakes to receive the services provided during the term of the contract.

7.3. The Buyer agrees to pay the price to the supplier within a maximum of 30 days from receipt of the invoice. The payment will be made by payment order to the Supplier's account.

7.4. If the Buyer fails to pay the invoice within 14 days after the deadline referred to in 8.3, the Supplier has the right to terminate the service. As soon as the buyer pays the invoice, the supplier will resume the services as soon as possible.

8. Penalties for culpable failure to fulfil obligations

8.1. If the supplier through his own fault fails to fulfil his obligations under the contract and does not comply with the terms of service, the buyer is entitled to deduct from the contract price as a penalty an amount equivalent to a percentage of 1% of the contract price for each day of delay, until the actual performance.

8.2. If the buyer does not pay the invoices within 14 days after the due date agreed in Paragraph 8.3, the buyer shall be obliged to pay a penalty amount equivalent to an interest of 1% of the outstanding invoices for each day of delay until the invoice is actually paid.

8.3. Failure to perform the obligations assumed under this contract by one of the parties, culpable and repeated, entitles the aggrieved party to consider the contract terminated independently and to demand compensation for damages.

8.4. The buyer reserves the right to unilaterally terminate the contract by written notice addressed to the supplier, without any compensation, if the latter goes bankrupt, provided that such termination is without prejudice and does not affect the right to claim or compensation for the supplier. . In this case, the supplier shall only be entitled to claim appropriate payment for the completed part of the contract prior to the date of unilateral termination.

9. Other provider responsibilities

9.1. (1) The Supplier shall perform the contracted services with professionalism and promptness in connection with the commitments made and in accordance with his technical offer.

(2) The Supplier undertakes to supervise the provision of the services, to provide the human resources, materials, plant, equipment and any other similar, temporary or permanent, required by and for the contract, as the need for their provision is stipulated in the contract or can be reasonably deducted from the contract.

9.2. The Supplier is fully responsible for the performance of the services in accordance with the agreed service schedule. In doing so, he is responsible for the safety of all operations and delivery methods used, as well as for the qualifications of the personnel used throughout the contract.

10. Other buyer responsibilities

10.1. The buyer agrees to provide the supplier with any facilities and/or information requested in the technical proposal.

11. Initiation, completion, delays, termination, amendments

11.1. (1) The supplier is obliged to start providing services as soon as possible after receipt of the administrative order to enter into the contract.

(2) In the event of a delay by the supplier and/or additional costs solely attributable to the buyer, the parties will agree:

(a) an extension of time to provide the service; and

(b) general associated costs, if applicable, which will be added to the contract price.

11.2 (1) The services provided under the contract, or, if applicable, any phase thereof which is scheduled to be completed within the period specified in the performance schedule, must be performed within the time agreed by the parties, which is calculated from the start date of the services.

11.3 If the supplier fails to comply with the performance schedule during the performance of the contract, he shall notify the buyer of this in a timely manner. Changes in the dates/periods of performance expected in the performance schedule shall be made by agreement between the parties, by a supplementary act.

11.4 If the buyer does not agree to an extension of the due date, any delay in performance entitles the buyer to claim penalties from the supplier.

11.5 The contracting parties are only entitled to agree, when executing the contract, to change the conditions of the contract by a supplementary act in the event of circumstances that are detrimental to their legitimate commercial interests and that could not have been foreseen at the date of conclusion of the contract.

12. Adjustment of contract price

12.1. For the services provided, the payments due to the purchaser to the supplier are the rates stated in the financial proposal attached to the contract.

13. Subcontractors

13.1. The supplier shall, in the case of subcontracting parts of the contract, contract with designated subcontractors under the same terms and conditions as he signed the contract with the purchaser.

13.2. (1) The Supplier is fully responsible to the Buyer for the manner in which he performs the contract.

(2) The subcontractor is fully responsible to the supplier for the way he performs his part of the contract.

(3) The supplier has the right to claim damages from the subcontractors if they fail to perform their part of the contract.

13.3. The supplier may change any subcontractor only if he fails to fulfill his part of the contract. A change of subcontractor will not affect the contract price and will be notified to the Buyer.

14. Force Majeure

14.1. Force majeure is established by the competent authority.

14.2. Force majeure releases the contracting parties from the performance of the obligations assumed by this contract for the entire period of its validity.

14.3. The performance of the contract is suspended for the duration of the force majeure, but without prejudice to the rights that the parties had prior to its occurrence.

14.4. The contracting party referring to force majeure is obliged to immediately and fully notify the other party of its occurrence and to take any measures available to it to limit its effects.

14.5. The contracting party invoking force majeure shall notify the other party of the termination within a maximum of 15 days from the date of termination.

14.6. If force majeure is in effect or is expected to be in effect for a period of more than 6 months, each party shall be entitled to give the other party notice of legal termination of this contract, whereby neither party may claim damages from the other.

15. Dispute resolution

15.1. Buyer and Supplier shall make every effort to settle amicably by direct negotiation any misunderstanding or dispute that may arise between them in connection with the performance of the contract. Disputes shall be subject to the jurisdiction of the courts in the location of the Buyer.

16. Contract language

16.1. The language of the contract is English.
(indicate the date of signature by the parties)

The Buyer

The Supplier