



Prot. No. AICSY-OUT- 547(c) - 2020-07-17

To:
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AID - 10493

ENGAGEMENT LETTER

Reference:

- Request of quotation Prot. No. AICSY-OUT -521-2020-07-10
- Quotation prot n. AICSY-IN-653 (A)_ 2020-07-013
- SMART CIG/CIG: 2672DB6968

Subject: Translation in Myanmar language from a English text, voice over recording and voiceover editing service for the video “Coronavirus global Response and Italian Cooperation” for the Italian Agency for Development Cooperation in Yangon - AID 10493

Contracting Authority: The Italian Agency for Development Cooperation – Yangon Office (AICS-Y), represented by the Head of Office Mr. Walter Zucconi, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar.

AICS Yangon has received a 5.36 minutes length video from the Italian Ministry of Foreign Affairs and International Cooperation - General Directorate for Development Cooperation illustrating the Italian Global response to Coronavirus. The video has the goal to promote and make visible on the web (social media platform, website) or single events the Italian action against COVID-19. In order to spread the message AICS Yangon has the need to make a Myanmar language audio version of the same.

This letter of engagement sets out terms and conditions of the “Translation in Myanmar language from a English text, voice over recording and voiceover editing service for the video *Coronavirus global Response and Italian Cooperation*” for the Italian Agency for Development Cooperation in Yangon” to be provided by ID Creative Solutions (Hereinafter referred to as “service provider”) to the Contracting Authority, as detailed in the request for quotation Prot. No. AICSY-OUT -521-2020-07-10 and in the quotation prot n. AICSY-IN--653 (A)_ 2020-07-013.

In particular, the service shall include:



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- Translation and adaptation in Myanmar language of an English text provided by AICS-Y. The original text to be translated has been provided by AICS Yangon. AICS-Y office will approve the Myanmar translation and adaptation before proceeding with the recording. The text (named: ITALIAN COOPERATION AND COVID-19) has been already provided along with the Request of quotation Prot. No. AICSY-OUT -521-2020-07-10 and it's attached to the present engagement letter.
- Studio voice over recording. **3WY – Voice Over Sample chosen by AICS-Y.**
- Voice over editing. The new Myanmar voice-over will be edited on the original file, and the English audio will be taken off. The video track shall remain the given original.

Total value of the service: The total amount of the service is USD 400,00 (USD Four Hundred/00)

Delivery time:

One week starting from the signature of the contract.

Terms of payment:

- BANK TRANSFER to bank account provided by the Service provider along with the invoice.
- At the end of the service, after approval of the final product, within 15 days after submission by the service provider of the related invoice.
- All the payments will be done in MMK, based on the exchange rate of the Central Bank at the date of the invoice

Other terms:

Any variation of terms and conditions must be accepted in written by the Contracting Authority.

The Service Provider is fully responsible for the completion of tasks under these contractual terms, in accordance to the Myanmar existing laws, rules and regulation and their modifications in time – as applicable. That responsibility includes the relevant fiscal law. The Service Provider shall assume the obligations on financial flow traceability.

The Service provider shall execute the Service with due care, efficiency and diligence in accordance with the best professional practice and shall comply with any administrative orders given by the Contracting Authority. The Service provider shall respect and abide by all laws and regulations in force in Myanmar and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The employment relationship between the Service provider and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the Contracting Authority. The Service provider shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Project or the Supply without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to the third parties. The payments to the Service provider under the present Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Service provider and



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its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract. The Service provider commits itself to provide suitable qualified personnel and adequate means necessary for the implementation and supervision of the activities agreed upon in this Agreement, if the need be. The Service provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority. The Service provider is not allowed to transfer the Contract to a third Party. All information or materials acquired, compiled or prepared by the Service provider in the performance of the Contract shall be confidential and shall be the absolute property of the Contracting Authority. The Service provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract (conflict of interests).

This contract may be concluded by the Contracting Authority at any time for serious technical and/or contractual non-compliance of the Service provider. In this case, the Contracting Authority shall notify such non-compliance to the Service provider through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the Service provider not corrected the issue, the contract will be terminated on the seventh day after the deadline fixed in the notice. The Contracting Authority will pay to the Service provider only the amounts corresponding to supply satisfactorily provided. Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective

Please acknowledge the receipt of this letter of engagement and do not hesitate to contact us for any clarification you may need.

We are looking forward an early response from you.
Thanking you for the support,

Regards,

Yangon, 17/07/2020

For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zucconi



For the Service provider
Authorized representative

Founder and CEO -ID Creative Solutions
Gabriele Villa



21 July 2020

