



**ITALIAN AGENCY
FOR DEVELOPMENT
COOPERATION**

SEDE AICS di YANGON

Paesi di competenza:

MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBOGIA



To:

TLC ENTERPRISE SRLS

Via Patti, 3 - 00146 Roma

Italy

P.IVA: 15075111003

E-mail: info@tlc.it

www.tlc.it

ENGAGEMENT LETTER

Reference:

- Request of quotation prot. n. U.0010953.22-04-2021
- Quotation prot n. I.0013566.17-05-2021
- SMART CIG: Z3C31DA1E3

Subject: Informatic Assessment Provision - data security, digital archive and IT systems restructuring of Italian Agency for Development Cooperation - AICS Yangon Office

CAP 2171

The Italian Agency for Development Cooperation - Yangon Office (AICS-Y), Hereinafter referred to as the "Contracting Authority", Represented by the Director Mr. Walter Zucconi, 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar,

- With the present letter would like to engage **TLC ENTERPRISE SRLS** (Hereinafter referred to as the "The Service provider") for providing AICS-Y with the "*Informatic assessment provision – data security and digital archive restructuring of Italian Agency for Development Cooperation – ACIS Yangon Office*", as detailed in Request for Quotation prot. n. U.0010953.22-04-2021 and in the Quotation prot n. I.0013566.17-05-2021

In particular, the service shall include:

Activity	Description	Output
Remote IT risk assessment	- Risk assessment for the detection of the informatic system status and criticalities.	<u>Final Report – AICS Yangon IT assessment</u> , in English or Italian Language, describing the assessment done and the suggested work plan for data security and for ad adequate digital archiving. Please include:



	<p>- Acknowledgement of the operative internal modalities</p> <p>The Assessment will be conducted on 25 AICS Yangon workstations, in cooperation with AICSY staff.</p> <p>The Assessment does not include hardware, software or training costs.</p>	<p>1. Background 2. Analysis of AICS Yangon informatic system: methodology and activities carried on 3. Assessment results 4. Conclusions and follow up suggested.</p>
<p>Remote technical Intervention for IT Need Detection</p>	<p>- Remote intervention on AICSY network and systems through low level and high level design for the definition of the suitable equipment and tools necessary to address AICSY detected critical issues</p> <p>The Assessment does not include hardware, software or training costs.</p>	<p><u>Proposal for data security and digital archive restructuring of AICS Yangon</u>, as a follow up intervention of the assessment done, including, if applicable, a proposal of a continuous IT technical assistance. The document shall be done in English or Italian Language. Please include: 1. Workplan, highlighting priorities 2. Time plan 3. Estimated cost, detailing unit costs of specific suggested intervention.</p>

Duration of the service:

One (1) month, counting from the date of signature by both parties of the present engagement letter.

Total value of the service:

1.648,00 Euro (VAT Excluded)

Terms of payment:

- BANK TRANSFER to the following bank account:



- At the end of the service, after AICSY approval of 1) "Final Report – AICS Yangon IT assessment" and 2) Proposal for data security and digital archive restructuring of AICS Yangon submitted by the service provider, and submission of the related invoice.



- Payments will be done in EURO.
- Lump sum.

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 any acts 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 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. 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.





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

Regards,

Yangon, 24/05/2021

For Italian Agency for Development Cooperation
Yangon Office



Head of Office
Walter Zucconi

For the Service provider
Authorized representative

Daniele Scaramella



TLC ENTERPRISE s.r.l.s.
Amministratore Unico

Daniele Scaramella