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To:

**Mr. Carlo d'Andrea, Mr. Tran Si Vy**  
LEADCO Legal Counsel – D'Andrea & Partners  
Pacific Place,  
Suite 404, 83B Ly Thuong Kiet  
Hoan Kiem District,  
Hanoi, Vietnam

**AID - 11758**

### ENGAGEMENT LETTER

**Reference:**

- Quotation: AICS 0011605.19-10-2020
- SMART CIG/CIG: Z382EDD299

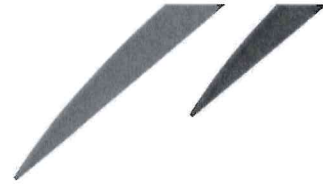
**Subject: Legal consulting – “INTERNAL WORKING STANDARDS” DOCUMENT DRAFTING – To be attached to EMPLOYMENT CONTRACT – FIX TERM CONTRACT for international staff to be hired in Vietnam by the Italian Agency for Development Cooperation - AICS Yangon Office**

**AID 11758**

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

With this letter of engagement sets out terms and conditions of the service of “*Legal consulting – “INTERNAL WORKING STANDARDS” DOCUMENT DRAFTING – To be attached to EMPLOYMENT CONTRACT – FIX TERM CONTRACT for international staff to be hired in Vietnam by the Italian Agency for Development Cooperation - AICS Yangon Office*” to be provided by the





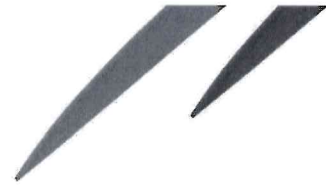
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International Law Firm “**LEADCO Legal Counsel – D’Andrea & Partners**” (Hereinafter referred to as “service provider”) to the Contracting Authority”, as detailed in the quotation submitted to AICS YANGON by Mr. Carlo d’Andrea, Mr. Tran Si Vy, representing LEADCO Legal Counsel – D’Andrea & Partners” on 19<sup>th</sup> October 2020, here attached.

**1. Terms of Reference(ToR) and deliverables**

The aforementioned service shall include:

<b>Terms of Reference (ToR)</b>	<b>Expected outputs/Deliverables</b>
<p><b>DRAFTING OF WORKING INTERNAL STANDARDS – AICS Hanoi Office, as per Vietnamise relevant Law.</b></p> <ul style="list-style-type: none"> <li>➢ Research on laws and regulations related to client’s activities.</li> <li>➢ Draft “Internal Working Standars” Document to be attached to the revised employment contract.</li> <li>➢ Evaluation/Compliance check of the “Internal Working Standars” Document content in accordance with the Vietnam applicable laws and regulations and the fundamental principles of the Italian legal system.</li> <li>➢ Draft a LEGAL MEMO that will be sent by AICS Yangon to AICS headquarter for approval, certifying that the “Internal Working Standars” Document is compliant with the Vietnamese Law, in accordance with fundamental principles of the Italian Legal System.</li> <li>➢ Answer client’s inquiries about the “Internal Working Standars” Document.</li> <li>➢ Advise AICS Yangon for the following legal and administrative steps and duties.</li> </ul>	<ol style="list-style-type: none"> <li>1. “Working Internal Standards” Document <u>in English language</u>, compliant with the Vietnamese Law, in accordance with fundamental principles of the Italian Legal System.</li> <li>2. Legal MEMO <u>in English language</u> to be attached to the Working Internal Standards” Document, certifying that the Document is compliant with the Vietnamese Law, in accordance with fundamental principles of the Italian Legal System. Please include: 1. Background 2. Analysis and comments. Legal regulations shall be cited when appropriate. 3. Reccomandations 4. Conclusions and statement of compliance with applicable law.</li> </ol> <p>First draft expected: within 15 days from commencement of the service. Draft submission will enable the Service Provider to better understand if Deliverable are meeting Contract Authority expectations, as described in the present paragraph.</p>



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<b>WORKING INTERNAL STANDARDS TRANSLATION</b> ➤ Translation of the “Internal Working Standars” Document in Vietnamese Language	3. “Internal Working Standars” Document <u>in Vietnamese language</u> , compliant with the Vietnamese Law, in accordance with fundamental principles of the Italian Legal System.
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## 2. Background information

- “Internal Working Standars” Document resulted necessary, as per Vietnamese applicable Law, during the service of revision of “*EMPLOYMENT CONTRACT – FIX TERM CONTRACT for international staff to be hired in Vietnam by the Italian Agency for Development Cooperation - AICS Yangon Office*” recently provided to AICSY by D’Andrea & Partners Law Firm.
- AICS Yangon does not foresee to have more than 10 people employed at AICS HANOI Office.
- Contracts will start from 1<sup>st</sup> January 2021.

## 3. Communications

- The AICS Yangon reference person is: Sara Tesio, AICSY Head of Administration.
- Working email concerning this service shall be sent by email:
  - o To: [sara.tesio@aicsyangon.org](mailto:sara.tesio@aicsyangon.org)
  - o CC: [gabriele.castaldodursi@aicsyangon.org](mailto:gabriele.castaldodursi@aicsyangon.org); [andrea.ciari@aicsyangon.org](mailto:andrea.ciari@aicsyangon.org); [walter.zucconi@aics.gov.it](mailto:walter.zucconi@aics.gov.it)
- Language for communications: English or Italian.

## 4. Duration of the service

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

## 5. Value of the service

As per quotation provided by the International Law Firm “LEADCO Legal Counsel – D’Andrea & Partners” to AICS Yangon on 19<sup>th</sup> October 2020:

**TOTAL VALUE OF THE SERVICE: 2.500 USD + 10% VAT and other relevant taxes**

## 6. Terms of payment

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- BANK TRANSFER to bank account provided by the Service provider with the invoice/debit note.
- At the end of the service, that is after submission by the service provider to AICS Yangon of Deliverable n. 1 (“Internal Working Standars” Document), Deliverable n. 2 (Legal MEMO) and Deliverable n. 3 (“Internal Working Standars” Document in Vietnamese) and formal approval by the Contracting Authority.
- Contracting Authority approval shall be given within 7 days counting from final submission of Deliverable n.1, Deliverable n. 2, Deliverable n. 3. The Contract Authority will confirm whether the aforementioned Deliverable are compliant with art. 1 “Terms of Reference (ToR) and deliverables”. The Contract Authority will not go into the substance of legal arguments.
- Payments shall be done in USD within 5 (five) days from the issue of the debit note by the Service provider.
- Debit note will be issued by the Service Provider after receiving formal approval of the abovementioned deliverable by the Contracting Authority.

## **7. 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 applicable 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 applicable laws and regulations in force 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, 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

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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.

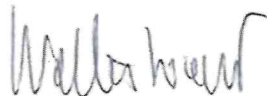
Thanking you for the support,

Regards,

Yangon, 21/10/2020

For Italian Agency for Development Cooperation  
Yangon Office

Head of Office  
Walter Zucconi



For the Service provider  
Authorized representative

