

Project “Vilnius 700<sup>th</sup> Anniversary Events at the National Library”

**SERVICE PROVISION AGREEMENT No.**

October 2023 - 10-04

Vilnius

TR-23-201

**National Martynas Mažvydas Library of Lithuania**, institution code 290757560, registered office address Gedimino pr. 51, 01109 Vilnius, represented by [REDACTED] acting in accordance with the Financial Control Rules of the National Martynas Mažvydas Library of Lithuania approved by Order No. B-5 of the General Director dated 5 January 2023 (hereinafter – the **Customer**), and [REDACTED], [REDACTED] (hereinafter – the **Service Provider**), (hereinafter collectively referred to in the Agreement as the Parties, each individually as the Party), concluded this Agreement.

### 1. OBJECT OF THE AGREEMENT

- 1.1. The Service Provider undertakes to provide the Customer with services under the terms and conditions specified in the Agreement – to read a report at the international conference “Press Centers and Peripheries in Early Modern Times” (hereinafter – the Services), and the Customer undertakes to pay for the Services provided under the terms and conditions specified in the Agreement.
- 1.2. According to this Agreement, the Services are provided exclusively for the benefit and interests of the Customer.
- 1.3. CPV code: 92312210-6.
- 1.4. Quantity of the Services – 1 pc.
- 1.5. This Agreement was concluded after the end of the public procurement, in which the most economically advantageous proposal was selected based on the price.
- 1.6. Pursuant to Clause 4.4.4.3 of the Description of the Procedure for the Application of Environmental Protection Criteria in Green Procurement, approved by Order No. D1-508 of the Minister of the Environment of the Republic of Lithuania dated 28 June 2011 (revision of Order No. D1-401 dated 13 December 2022), the service being purchased, not related to the creation of a material object, the provision of which is not expected to have a significant negative impact on the environment, does not create a source of pollution and does not generate waste.

### 2. PRICE OF THE SERVICES AND PAYMENT PROCEDURE

- 2.1. The initial value of the Agreement is **EUR 300.00** (three hundred Euros and 00 Euro ct), including VAT. The initial value of the Agreement consists of:
  - 2.1.1. The value of the Services – **EUR 300.00** (three hundred Euros and 00 Euro ct), excluding VAT;
  - 2.1.2. Value added tax (VAT) – 0%.
- 2.2. This amount includes all fees and all costs incurred by the Service Provider in connection with the proper performance of this Agreement.
- 2.3. In the event of a change in the amount of VAT, the initial value of the Agreement, specified in Clause 2.1 of the Agreement, is changed in proportion to the amount of the change in VAT.
- 2.4. Based on the Methodology for Determining Pricing Rules approved by the Director of the Public Procurement Service, the price calculation method is a fixed price.
- 2.5. The Customer shall pay the Service Provider for the actually and qualitatively provided Services according to the price stated in the Proposal. The price of the Services does not change during the validity period of the Agreement, except for the case specified in Clause 2.3 of the Agreement.
- 2.6. The Customer shall not pay the Service Provider for the Services provided by the Service Provider without the Customer’s written consent.
- 2.7. All payments and settlements under the Agreement are made in the national currency of the Republic of Lithuania – Euros.
- 2.8. If the quality of the Services meets the requirements set forth in the Agreement, the Customer must sign the Service Transfer-Acceptance Act no later than within 5 (five) working days from the evaluation of the Services provided. The Services provided are accepted and acceptance documents are formalized in accordance with the procedure and requirements established by legal acts.

2.9. The Customer shall transfer the money within 7 calendar days from the day of signing the Service Transfer-Acceptance Act.

2.10. **The Customer shall pay for the provided service by transfer to the bank account specified by the Service Provider. All fees shall be paid by the Customer.**

2.11. The Customer, who has not paid the Service Provider for the Services provided within the term specified in the Agreement, upon the Service Provider's request, shall pay the Service Provider late payment interest in the amount of 0.05% of the amount not paid on time for each day of delay.

2.12. If, according to this Agreement, the Service Provider has accrued default penalties or another type of civil liability is applied, the application of which is provided for in the Agreement, the amount payable by the Customer for the Services shall be reduced by the amount of accrued default penalties and/or another form of applied civil liability.

### **3. SERVICE PROVIDER'S RIGHT TO USE THIRD PARTIES (SUB-PROVISION)**

3.1. If the Service Provider wishes to hire a sub-provider other than the one specified in the Proposal, or use a new sub-provider to provide the Services provided for in this Agreement, it must first prove to the Customer their reliability and ability to perform the assigned functions, obtain the written consent of the Customer regarding the selected sub-provider and submit the sub-provider's supporting documents compliance with the requirements established in the conditions of the Procurement (if qualification requirements were applied to sub-providers). After the parties fulfill all the conditions specified in this clause, a separate agreement on the amendment of the Agreement shall be signed.

3.2. Sub-provision does not create a contractual relationship between the Customer and the sub-provider. The Service Provider is responsible for the actions or omissions of its sub-providers, as well as the damage caused. The Customer's consent to use a sub-provider to fulfill contractual obligations does not release the Service Provider from any of its obligations under the Agreement.

3.3. If the Service Provider replaces the existing one or uses (hires, employs, allows the provision of Services under the Agreement or other) a new sub-provider without obtaining the Customer's written consent, or the Services under the Agreement are provided by sub-providers whose qualifications do not meet the qualification requirements set forth in legal acts for the provision of such Services, the Service Provider, upon the request of the Customer, must pay a fine of 5 (five) per cent of the initial value of the Agreement and these sub-providers cannot continue to provide Services.

3.4. The Customer at any stage of the execution of the Agreement has the right to apply to the Service Provider with a request to provide documents proving that the specialists used by the Service Provider during the execution of the Procurement are employed (if quasi-sub-providers were specified in the proposal).

### **4. SERVICE QUALITY**

4.1. The quality of the Services provided must meet the requirements set for such Services in the Agreement and legal acts.

4.2. The Service Provider's specialists must meet the qualification requirements specified in the Procurement documents (if applicable).

4.3. A deadline of 3 working days is set for removing deficiencies in the Services and/or the result of the Services identified by the Customer.

4.4. The Service Provider must eliminate the deficiencies with its own efforts and funds within the time limit set in Clause 4.3 of the Agreement from the date of sending the Customer's notification about the identification of deficiencies. For failure to eliminate identified deficiencies of the Service result within the term set in Clause 4.3 of the Agreement, the Service Provider shall pay late interest of 0.05% of the value of the Services not provided and/or other obligations of the Service Provider that have not been fulfilled for each day of delay.

4.5. Deficiencies of the Services and/or the result of the Services are considered non-compliance with the requirements specified in the Agreement or legal acts.

4.6. The Service Provider is responsible for all deficiencies in the result of the Services, regardless of whether they were specified in the Act of Transfer-Acceptance of the Services provided or not (i.e., both for obvious and hidden deficiencies).

4.7. When providing the Services, the Service Provider ensures compliance with the requirements of occupational safety, fire safety, environmental protection and other legal acts applicable to the provision of the Services (if applicable).

## **5. TERMS FOR THE PROVISION OF THE SERVICES, PROCEDURE FOR THE TRANSFER – ACCEPTANCE OF THE RESULT OF THE SERVICES**

- 5.1. The Service Provider undertakes to provide the Services by the established deadlines: 5 October 2023.
- 5.2. The place of the provision the Services is virtual.
- 5.3. With the written agreement of the Parties, the start and end dates for the provision of the Services may be extended/changed or the execution of the Agreement suspended, if the Service Provider, before the end of the term for the provision of the Services established in the Agreement, submits to the Customer a reasoned request and the supporting documents for this request to extend the term for the provision of the Services or suspend the execution of the Agreement and the circumstances specified therein relate to at least one of the following circumstances:
  - 5.3.1. The Customer does not perform or does not perform properly its obligations under this Agreement and therefore the Service Provider cannot provide the Services on time and documents confirming these circumstances are provided;
  - 5.3.2. Additional instructions and/or information provided by the Customer to the Service Provider affect the terms of Service provision and documents confirming these circumstances are provided;
  - 5.3.3. Particularly unfavorable meteorological conditions affect the terms of the provision of Services;
  - 5.3.4. Actions of state or local government authorities or any other obstacles attributable to the Customer and/or third parties hired by the Customer prevent the Service Provider from providing the Services on time and documents confirming these circumstances are provided.
- 5.4. In the cases provided for in Clause 5.3 of the Agreement, the terms for the provision of Services may be extended as long as the circumstances specified in the said clause continue. Any change to the Agreement for the above reasons must be signed in writing.
- 5.5. The Customer must accept the provided Services (i.e., sign the Act of Transfer-Acceptance of the Result of the Services) or inform the Service Provider in writing about the deficiencies of the Service result in accordance with the procedure established in the Agreement.
- 5.6. If the Service Provider fails to provide the Services within the terms specified in Clause 5.1 of the Agreement due to its own fault, the Service Provider shall pay late interest of 0.05% of the value of the non-provided Services and/or unfulfilled other obligations of the Service Provider for each day of delay and compensate the Customer for the direct losses incurred as a result, to the extent that they are not covered by default penalties (late interest and/or fines).

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 6.1. The Service Provider undertakes to:**
  - 6.1.1. Provide the Services in accordance with the procedure and terms set forth in the Agreement, in accordance with the requirements set forth in the Agreement, as well as in accordance with the requirements of the laws of the Republic of Lithuania and other normative legal acts for such Services, technical descriptions of the Services, suitable for use according to the purpose of purchasing the Services;
  - 6.1.2. Assume the risk of loss or damage of the goods supplied together with the Services until the moment of signing the Act of Transfer-Acceptance of the Result of the Services;
  - 6.1.3. Submit all the documents stipulated in the Agreement and advise the Customer on other issues related to the contractual obligations of the Service Provider;
  - 6.1.4. Properly fulfill other obligations provided for in the Agreement and the valid legal acts of the Republic of Lithuania;
  - 6.1.5. Ensure that the Contract will be performed only by persons with the right to engage in the relevant activity, regardless of whether the Service Provider's qualification for the right to engage in the relevant activity has been verified or not fully verified.
- 6.2. The Service Provider has the right to:**
  - 6.2.1. Request that the Customer submit information or documents related to the proper execution of the Agreement, the need to submit them arose during the execution of the Agreement;
  - 6.2.2. Demand that the Customer properly and timely fulfill other contractual obligations.
- 6.3. The Customer undertakes to:**
  - 6.3.1. After the Service Provider has properly fulfilled its contractual obligations, accept the Services provided;

6.3.2. During the performance of the Agreement, cooperate with the Service Provider by providing the Customer's information reasonably required for the performance of the Agreement, the necessity of providing which arose during the performance of the Agreement;

6.3.3. Properly fulfill other obligations provided for in the Agreement and the valid legal acts of the Republic of Lithuania.

6.4. Other obligations, rights and duties of the Customer and the Service Provider are defined in the valid legal acts of the Republic of Lithuania, the Agreement and/or its annexes (if defined).

## **7. ENSURING THE FULFILLMENT OF THE AGREEMENT**

7.1. Ensuring the fulfillment of the Agreement is applied – default penalties.

7.2. The amount of default penalties specified in the Agreement is considered to be the minimum indisputable amount of losses suffered by the injured Party, which the other Party must compensate the injured Party due to the violation (non-compliance) of the Agreement, without requiring evidence confirming the amount of losses.

7.3. The compensation of losses and the payment of default penalties do not release the Party from the proper execution of the provisions of the Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. All results and related rights acquired during the execution of the Agreement, including intellectual property rights, with the exception of personal non-property rights to the results of intellectual activity, are the property of the Customer, which passes to the Customer from the moment of transfer of the result of the Services without any restrictions, which the Customer can use, publish, transfer or hand over to third parties without the separate consent of the Service Provider.

8.2. During the implementation of the Agreement, the implementation and protection of intellectual property rights is carried out in accordance with the law of the Republic of Lithuania.

## **9. CHANGE OF THE CONDITIONS OF THE AGREEMENT**

9.1. The conditions of the Agreement may be changed during its validity period without conducting a new procurement procedure in accordance with the provisions of this Agreement and/or the provisions of Article 89 of the Law on Public Procurement of the Republic of Lithuania and ensuring that the principles and objectives set forth in Article 17 of this law are not violated. Changes to the conditions of the Agreement are formalized by written agreements of the Parties, which are an integral part of the Agreement.

9.2. Each Party may initiate a change in the conditions of the Agreement by submitting a corresponding request and supporting documents to the other Party. The Party that has received such a request must examine it no later than within 20 (twenty) calendar days and provide the other Party with a reasoned written response. The deadline for examining the request is updated each time upon receipt of additional information regarding the intended change to the conditions of the Agreement. In case of disagreement between the Parties, the right of decision belongs to the Customer.

## **10. BREACH OF THE AGREEMENT AND ITS CONSEQUENCES, TERMINATION OF THE AGREEMENT**

10.1. If the Party does not perform or improperly performs its obligations under the Agreement, it is in breach of the Agreement. In the event of a breach of the Agreement by one Party, the other Party has the right to exercise any legal remedies available to it, including:

10.1.1. Require the other Party to properly fulfill contractual obligations and/or;

10.1.2. Claim compensation for losses and/or;

10.1.3. Demand the payment of default penalties established in the Agreement (late payment interest/fines) and/or compensation for losses and/or;

10.1.4. Terminate the Agreement in accordance with the procedure established in Clause 10.2 of the Agreement.

10.2. The Customer has the right to terminate the Agreement unilaterally, without going to court, after notifying the Service Provider in writing 5 (five) calendar days in advance, if the Service Provider has fundamentally violated the Agreement. The violation of the Agreement committed by the Service Provider is considered fundamental if the Services do not meet the requirements stipulated in the Agreement and (or) the

Technical Specification and (or) the Service Provider does not correct the deficiencies in the provision of the Services within the period specified in the Agreement; the qualification of the Service Provider no longer meets the requirements of this Agreement; the Service Provider is subject to a bankruptcy or restructuring case, or the bankruptcy process is being carried out out of court, forced liquidation or arrangement with creditors procedures have been initiated, or similar procedures are being carried out for the Service Provider according to the laws of the country where the Service Provider is registered; if the Service Provider is unable and/or refuses to fulfill the obligations stipulated in the Agreement or any part of them, regardless of the value of such part, due to its own fault; there are other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania or Article 90 of the Civil Code of the Republic of Lithuania.

10.3. The Customer at any stage of the execution of the Agreement has the right to unilaterally terminate the Agreement without prior notice to the Service Provider, if it becomes clear that the further execution of the Agreement may pose a threat to national security or it becomes clear that the Service Provider, sub-provider, economic entity whose capabilities are relied upon, the manufacturer or those controlling them persons recognized as untrustworthy by the resolution of the Government of the Republic of Lithuania.

10.4. The Agreement can be terminated by written agreement of both Parties. Such an agreement between the Parties must be formalized in an additional agreement.

10.5. Upon termination of this Agreement at the Customer's initiative, the Service Provider undertakes to take all measures in order to reduce the losses incurred as a result of the termination of the Agreement, and within 10 (ten) working days from the receipt of the Customer's notification, to submit all documents necessary for the final settlement under this Agreement (acts of the Services provided, invoices and etc).

10.6. The expiration or termination of the Agreement does not affect the validity of the other terms and conditions of the Agreement that determine the procedure for handling disputes, if these terms remain valid after the termination of the Agreement, i.e. quality guarantee, liability, etc. Also, all arising and not properly fulfilled obligations between the Parties, including, but not limited to, financial obligations, remain valid.

## **11. LIABILITY OF THE PARTIES**

11.1. None of the Parties shall be liable for full or partial non-fulfilment of obligations, if it proves that it has not fulfilled its obligations due to force majeure circumstances. Circumstances of force majeure are understood as defined in Article 6.212 of the Civil Code of the Republic of Lithuania. Regarding exemption from liability in case of force majeure, the Parties are guided by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996 (Official Gazette, 1996, No. 68-1652). Force majeure is not considered the fact that there are no goods on the market necessary to fulfill the obligation, the Contracting Party does not have the necessary financial resources, or the Party's contractors violate their obligations.

11.2. Circumstances of force majeure extend the terms of performance of the obligations of the Agreement, but if these circumstances last longer than 3 (three) months from the moment of their occurrence or if they are not notified in time, and the Parties do not agree on how the obligations of the Party that has not fulfilled the Agreement will be continued, then the other Party, having notified in writing at least 15 (fifteen) calendar days in advance, has the right to terminate this Agreement.

## **12. PROTECTION OF PERSONAL DATA**

12.1. By signing this Agreement, the Service Provider undertakes to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data and which repeals Directive 95/46/EC (hereinafter – the Regulation), the Law on Legal Protection of Personal Data of the Republic of Lithuania and the recommendations of the State Data Protection Inspectorate.

12.2. The Parties confirm that if personal data will be processed in order to ensure the proper execution of the Agreement, the Parties undertake to conclude a separate agreement on data processing, which determines the subject and duration of data processing, the nature and purpose of data processing, the types of personal data and categories of data subjects and the obligations and rights of the data controller.

## **13. CONFIDENTIAL INFORMATION**

13.1. This Agreement, its annexes and the changes made to the Agreements, except for information that is considered confidential according to legislation, are not considered confidential and will be made public in the Central Public Procurement Information System.

13.2. The Parties agree to keep the information, which according to the legislation is considered confidential, confidential indefinitely, regardless of whether the information is provided orally or in writing. The Parties agree not to disclose confidential information, which is considered confidential in accordance with legislation, to any third party without the prior written consent of the Party that provided it, as well as not to use such confidential information for personal or third party needs, except in cases where such information must be disclosed in accordance with legislation requirements.

13.3. The Party that has violated the obligations stipulated in this Agreement – to protect confidential information and not to disclose it – must compensate the other Party for the losses caused by the violation of this Agreement and take all reasonable steps to correct the consequences of such disclosure in the shortest period of time.

13.4. All information received during the execution of the Agreement can be used by the Customer for the purposes of its activities and this will not be considered a violation.

#### **14. ENTRY INTO FORCE AND VALIDITY OF THE AGREEMENT**

14.1. This Agreement enters into force on the date of its signing and is valid until 17 November 2023.

14.3. The last month of the validity of the Agreement is not intended for the provision of Services, but for payment for the Services provided.

14.4. The Agreement may expire earlier if the initial value of the Agreement is reached during the implementation of the Agreement or the Services provided for in the Agreement are provided.

#### **15. OTHER CONDITIONS**

15.3. The Parties may not transfer their rights and obligations regarding all or part of this Agreement to third parties without the written consent of the other Party.

15.4. Each Party must notify the other Party within 5 (five) working days of a change in the address, details, contact persons, bank account specified in the Agreement. Until notification of a change of address, all notices and other correspondence sent to the address specified in this Agreement shall be considered duly delivered.

15.5. If there are ambiguities, inconsistencies or contradictions in the Agreement documents, the rules established in the Agreement documents of higher authority are always considered to replace the analogous rules established in the Agreement documents of lower authority from the date of entry into force of the Agreement.

15.6. All relations between the Parties arising from this Agreement and not discussed in its terms are regulated by the laws and other legal acts of the Republic of Lithuania.

15.7. The Parties undertake to resolve all disputes regarding the execution of this Agreement through negotiations. If the Parties cannot resolve these disputes through negotiations, they shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.

15.8. The Agreement is concluded in the Lithuanian language in two copies of equal legal force, one for each of the Parties, and is valid only if confirmed by the signatures and seals of both Parties.

15.9. The Parties agree that this Agreement can be concluded remotely by the Parties mutually exchanging signed and (PDF and other format) scanned electronic (text) versions of the Agreements. Each Party that has signed the Agreement forwards its scanned version to the other Party by e-mail. In this way, the Parties have two copies of the Agreement: one of them is the text of the Agreement with the original signature of that Party, the other is an electronic version of the Agreement (text) with a scanned signature of the opposite Party. The Party's signature on the scanned electronic version of the Agreement confirms that the Party has properly expressed its will to enter into the Agreement under the conditions specified therein. The Parties agree that the Agreement concluded in the manner and form provided for in this clause is considered valid and legally binding on both Parties.

15.10. The person appointed by the Customer, responsible for the publication of the Agreement and amendments in accordance with the provisions of Part 9 of Article 86 of the Law on Public Procurement of the Republic of Lithuania, is an employee of the Legal and Human Resources Department.

15.11. The following are responsible for the proper execution of the Agreement:

15.11.1. The Customer's representative is [REDACTED],

15.11.2. Service Provider – [REDACTED]

## 16. DETAILS OF THE PARTIES

### Service Provider:



### Customer:

**Martynas Mažvydas National Library of Lithuania**

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