

CERTIFIED
Director of the PI CPO LT
Order No. 3V-373 of 16 December 2022
(Amendment of the Order NO. 3V-
issued by the Director of the PI CPO LT
on 2023)

PUBLIC PROCUREMENT AGREEMENT FOR PURCHASE-SALE OF SERVICES GENERAL CONDITIONS

1. CONCEPTS AND INTERPRETATION OF THE AGREEMENT

1.1. Concepts used in the agreement:

1.1.1. **Total value of the agreement** – value of the agreement, including all mandatory fees, term extensions for the supply of the services, or the possibility of additional purchases (options), except for changes, defined in Article 89 of the Law on Public Procurement of the Republic of Lithuania (hereinafter – LPP).

1.1.2. **Services** – the services, defined in the Special Terms of the Agreement, Technical Specification and other annexes to the agreement, goods procured together with services and other services that the Supplier undertakes to submit to the Client under this Agreement and the requirements of applicable legislation.

1.1.3. **Proposal** – the totality of documents and data, submitted by the Supplier in the course of public procurement procedures for Services in accordance with the conditions set out in the public procurement documents.

1.1.4. **Services transfer-acceptance act** – an agreement fulfilment document, certified by the Parties, to confirm the fact of provision and transfer of the Services or a part of the Services to the Client.

1.1.5. **Initial agreement value** – the amount of funds, specified in the Special Terms of the Agreement and calculated according to the pricing rules methodology, certified by the Order No. 1S-95 ‘Regarding the certification of the pricing procedure’, issued on 28 June 2017 by the Director of the Public Procurement Office.

1.1.6. **Procurement documents** – the set of documents, submitted or specified during the public procurement procedure for the conclusion of this Agreement, including their explanations (clarifications), based on which the Supplier submitted the proposal.

1.1.7. **Invoice** – a VAT invoice for payment, issued by the Supplier and submitted to the Client, or another invoice/payment document (if the Supplier is not a VAT payer) for the Services (or any parts thereof, if such parts are determined in the agreement) delivered and transferred by the Supplier in a proper, high-quality and timely manner and accepted by the Client.

1.1.8. **Agreement** – an agreement between the Client and the Supplier for the supply of remunerative services, which consists of the General Terms of the Agreement, and the Special Terms of the Agreement, including annexes to the Special Terms of the Agreement.

1.1.9. **General Terms of the Agreement** – a part of the Agreement, which discusses general terms for the fulfilment of the services agreement.

1.1.10. **Special Terms of the Agreement** – a part of the Agreement, which discusses individual terms for the fulfilment of the services agreement: object of the Agreement, scope and price and/or pricing of the Services, or other pricing methods, Service delivery terms, and other conditions of the Agreement.

1.1.11. **Agreement price** – the economic benefit, received by the Supplier for the Services, indicated in the Agreement. The Agreement price includes all taxes and all other costs, incurred by the Supplier in relation to the fulfilment of this Agreement. In the General Terms of the Agreement,

the concept 'Agreement price' includes and refers to all pricing methods: fixed price, fixed rate, variable price, reimbursement of agreement fulfilment costs, mixed pricing.

1.1.12. **Agreement rate** – a price for the Services.

1.1.13. **Supplier** – a party of the Agreement – an economic entity, providing the Services, indicated in the Special Terms of the Agreement, to the Client.

1.1.14. **Technical specifications** – a document to establish the requirements for the Services.

1.1.15. **Client** – a party of the Agreement purchasing the Services, indicated in the Special Terms of the Agreement, from the Client.

1.2. Other terms used in this Agreement comply with the terms, defined in the LPP, the Civil Code of the Republic of Lithuania (hereinafter – the Civil Code), and the legal acts implementing them, except for cases where the Agreement defines otherwise.

1.3. In this Agreement, the Client and the Supplier may be appropriately referred to as a Party and together – the Parties.

2. STRUCTURE AND INTERPRETATION OF THE AGREEMENT

2.1. This Agreement consists of the General Terms of the Agreement and Special Terms of the Agreement.

2.2. In case of contradictions or inconsistencies between the General Terms of the Agreement and the Special Terms of the Agreement, the Special Terms of the Agreement prevail. In case of contradictions or inconsistencies between the annexes of the Special Terms of the Agreement, the priority is given to the first annex to the Special Terms of the Agreement.

2.3. The Special Terms of the Agreement indicate the conditions that specify, supplement and particularise the General Terms of the Agreement.

2.4. In case of a dispute, documents, which include the concept of the 'Agreement' shall apply in the following order:

2.4.1. Special Terms of the Agreement;

2.4.2. Annexes of the Agreement (except for the proposal);

2.4.3. Procurement documents;

2.4.4. General Terms of the Agreement;

2.4.5. Proposal and its explanations.

2.5. In case the Parties make an agreement to change a condition of the Agreement, the newly-agreed condition takes precedence over the changed condition of the Agreement. In case the parties agree to include a new condition into the Terms of the Agreement under the circumstances of a contradiction or uncertainty, in such case this condition of the Agreement takes precedence over other conditions of the Agreement.

2.6. In the Agreement, where the context requires, words given in the singular may refer to the plural, and vice versa.

2.7. When a certain value is different in figures and words, the value in words prevails. If the abbreviation of the payment currency does not correspond to the full name of the payment currency in words, the full name of the currency in words is considered as correct.

2.8. The duration of the Agreement and other terms are calculated in calendar days, unless specified otherwise in separate clauses of the Agreement.

3. DECLARATIONS AND CONFIRMATIONS OF THE PARTIES

3.1. On the date of conclusion of the Agreement, the parties declare and confirm to each other the following:

3.1.1. The signing and execution of the agreement does not violate any agreements with creditors and does not contradict any legislation, applicable to the Party;

3.1.2. The parties are solvent, their activities are not restricted, they have not been or are not expected to be subject to restructuring or liquidation, they have not suspended or limited their activities, they have not been filed for bankruptcy;

3.1.3. The representatives of the parties, who signed this Agreement, are duly authorized to sign it, and the personal data of the Parties and (or) their representatives, necessary for the proper conclusion and execution of the Agreement, is not considered confidential information;

3.1.4. The Parties of the Agreement find the terms of the Agreement clear and enforceable.

3.2. The Supplier also confirms the following:

3.2.1. they have been fully introduced to all the information, related to the object of the Agreement and necessary to fulfil the obligations assumed and to deliver the Services, and this information is completely and fully sufficient for the Supplier to ensure the proper and complete fulfilment of all obligations assumed under the Agreement and their quality;

3.2.2. they have all permits, licenses, qualification certificates, employees, organizational and technical means, as well as all other necessary qualifications and competence required for the fulfilment of the obligations specified in the Agreement;

3.2.3. they have included all costs, necessary for the supply of the Services under this Agreement, in the price of the proposal, and assume the risk that circumstances beyond the control of the Client may increase the Supplier's costs, related to the execution of the Agreement and (or) that the execution of the Agreement may become more complicated for the Supplier;

3.2.4. they undertake to familiarize themselves with all internal legislation, submitted by the Client, which are significant for the proper performance of the Supplier's obligations under the Agreement, and undertakes to perform them properly.

3.3. Should it become evident that the declarations and/or statements of the Parties, made in this Agreement are false and/or misleading, then the Party must compensate the other Party for the losses incurred due to such false and/or misleading declarations and/or statements.

4. PARTIES ESSENCE AND OBJECT OF THE AGREEMENT

4.1. This Agreement is concluded by the Parties of the Agreement, indicated in the Special Terms of the Agreement: the Client and the Supplier.

4.2. The subject of this Agreement is the Services that the Supplier undertakes to provide to the Client in accordance with this Agreement and the requirements of applicable legal acts.

4.3. By this Agreement, the Supplier undertakes to provide Services to the Client in accordance with the conditions and procedure established in this Agreement, at their own risk, by their own means and materials, and to transfer the result of these Services to the Client, while the Client undertakes to accept the duly provided Services by signing the Service Transfer-Acceptance Act, and to pay for them the price, specified in the Agreement under the terms and conditions, specified in the Agreement.

4.4. The Services must be delivered within the period specified in the Special Terms.

This clause of the Agreement applies, if the Special Terms of the Agreement include the option of purchasing additional Services (clause 4.5):

4.5. The Client anticipates the possibility of purchasing Services not specified in the Supplier's proposal or Technical Specification, but related to the object of the public procurement. The Client can purchase Services not specified in the list, but related to the object of the public procurement, without exceeding 10 (ten) percent of the Initial agreement value.

5. PARTIES' RIGHTS AND OBLIGATIONS

5.1. The Client undertakes:

5.1.1. to accept the Services, rendered by the Supplier in accordance with the terms and conditions set out in the Agreement, which meet the requirements set out in the Technical Specification;

5.1.2. to check the Services rendered and document the results of the inspection in accordance with the procedure, established in the Agreement, but no later than the signing of the Service Transfer-Acceptance Act.

5.1.3. to pay the Supplier for the Services accepted the price specified in the Agreement under the terms and conditions, specified in the Agreement;

5.1.4. to cooperate with the Supplier: provide the Supplier with the reasonably requested information and (or) documents in the possession of the Client, necessary for the proper and timely execution of the Agreement.

5.2. The Client undertakes to properly fulfil other obligations, established in the Agreement and the law in force in the Republic of Lithuania.

5.3. The Client has a right to:

5.3.1. to demand for proper and timely fulfilment of obligations, indicated in the Agreement and legislation of the Republic of Lithuania, on the part of the Supplier;

5.3.2. to check the process of Service provision as far as it concerns the quality of the Services provided, to make comments and suggestions to the Supplier regarding the provision of Services. Shortcomings, noticed by the Client, must be recorded in writing (including e-mail) and be remedied at the cost of the Supplier in the term, indicated by the Client;

5.3.3. refuse to pay the invoices if the Supplier submits them by means other than established by this Agreement;

5.3.4. to deduct direct damages and other losses incurred due to the fault of the Supplier from the sums payable to the Supplier, having previously notified the Supplier in writing;

5.3.5. to suspend payments to the Supplier if the Supplier does not fulfil or improperly fulfils any obligations assumed under the Agreement or stipulated by the law, until these obligations are properly fulfilled;

5.3.6. in accordance with the procedure, established in the Agreement, to require the Supplier to replace the Supplier's employee and (or) subcontractor or their employee, who directly fulfils the obligations, specified in the Agreement, if the person appointed to execute the Agreement does not properly perform or violates the obligations, specified in the Agreement;

5.3.7. To request the Supplier to submit all documents, listed in the Technical Specification and the Agreement;

The following clauses of the Agreement apply if the Special Terms of the Agreement, i.e. clause 5.1. Provide for the application of the requirements, established in Article 45, part 2¹, clause 3 of the Law on Public Procurement (clauses 5.3.8 and 5.3.9):

5.3.8. During the term of the Agreement, to request the Supplier to provide information and (or) documents to prove that the Services comply with the requirements, established in the clause 5.5.14 of the Agreement.

5.3.9. upon determining that the Services do not comply with the provisions of the clause 5.5.14. of the Agreement, to demand from the Supplier to replace the Services with proper ones.

5.4. The Client also has other rights, established in the Agreement and the law in force in the Republic of Lithuania.

5.5. The Supplier undertakes the following:

5.5.1. To provide the Services that comply with the requirements, established in the Technical Specification, in accordance with the terms and procedure, established in the Agreement, properly and with high quality;

5.5.2. To provide the Services at their own risk and expense with care and efficiency, including, but not limited to, in accordance with the best generally accepted professional, technical standards and practices, using all available or necessary skills, knowledge and resources;

5.5.3. At the Client's request, to provide the Client with all information or documents and (or) a report on the progress of the Agreement within the terms, specified by the Client;

5.5.4. To provide the Services acting honestly and reasonably so that it suits the interests of the Client, cooperate closely with the Client, adhere to their comments, take into the account quality and other technical requirements, immediately notify the Client in writing of any deviations from the terms of the Agreement and take immediate measures to eliminate them;

5.5.5. To properly fulfil the obligations, stipulated in the Agreement, including the correction of deficiencies in the provision of the Services, identified by the Client, at their own expense and within the terms, specified by the Client;

5.5.6. To inform the Client about any circumstances, which prevent and (or) could prevent the Client from fulfilment of the contractual obligations in terms and procedure, established in the Agreement, immediately, but no later than in 3 (three) business days since the moment of finding out about such circumstances. This notice does not cancel the right of the Client to calculate defaults in accordance with the Agreement or to demand for a compensation for other losses if the Services are not delivered on time;

5.5.7. adhere to the requirements of the law and other legal acts in force in the Republic of Lithuania when providing the Services and to ensure that the employees of the Supplier or the subcontractor(s) hired (if hired) adhere to them too. The Supplier guarantees to compensate the Client and (or) a third party for the losses, incurred by the failure of the employees of the Supplier or the subcontractor(s) hired (if hired) to adhere to the law or other legal acts thus resulting in any demands or initiation of procedural actions;

5.5.8. to ensure that the Agreement will be performed only by persons with the right to engage in the relevant activity, including the subcontractor hired (if hired), regardless if the Supplier's qualification for the right to engage in the relevant activity has been checked or not checked in full scope;

5.5.9. at their own expense, to protect the Client from any claims or losses, arising from the actions or negligence of the Supplier or persons for whom the Supplier is responsible, in the performance of the Agreement and to compensate the losses, incurred by the Client and (or) third parties as a result of these actions, including due to violation of any legal acts or infringement of any other persons' rights;

5.5.10. to ensure adherence to safety at work, fire safety, environmental protection and other requirements, established by the law, and applicable to the provision of the Services;

5.5.11. Upon the request of the Client, but no later than in 3 (three) business days since the receipt of a request, or in another term, coordinated by the Parties, to return all documents, received from the Client and needed for the execution of the Agreement;

5.5.12. to refrain from using the Client's Service trademark or title for any advertisement, publications, etc. without the Client's prior written consent;

5.5.13. to ensure the confidentiality and protection of the information, received during and related with the execution of the Contract.

The following clause of the Agreement apply if the Special Terms of the Agreement, i.e. clause 5.1. Provide for the application of the requirements, established in Article 45, part 2¹, clause 3 of the Law on Public Procurement (clause and 5.5.14):

5.5.14. in case of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk and established that the factors that have resulted or may result in mobilization, war or state of emergency, pose a threat to national security, has adopted a decision regarding the application of the LPP Article 45, part 2¹, clause 3, to ensure that the Services are not provided from the states or territories, indicated in the LPP Article 45, part 2¹, clause 3.

5.6. The Client undertakes to properly fulfil other obligations, established in the Agreement and the law in force in the Republic of Lithuania.

5.7. The Supplier is entitled as follows:

5.7.1. demand from the Client to accept timely and high-quality Services, which meet the requirements, established in the Agreement and the legal acts applicable to the provision of Services, also to pay for them the price, established in the Agreement under the conditions and procedure, established therein;

5.7.2. to demand for proper and timely fulfilment of obligations, indicated in the Agreement and legislation of the Republic of Lithuania, on the part of the Client;

5.7.3. to request from the Client to provide all available documents and (or) other information, which are necessary for proper fulfilment of the obligations, assumed under this Agreement by the Supplier.

5.8. The Supplier also has other rights, established in the Agreement and the law in force in the Republic of Lithuania.

6.AGREEMENT PRICE AND PAYMENT PROCEDURE

6.1. The method of calculating the Agreement price and the Initial Agreement Value are specified in the Special Terms of the Agreement.

6.2. The Agreement price includes all taxes and all costs of the Supplier, including everything that is needed for full and proper fulfilment of the Agreement (including the costs of submitting invoices using the means, established in this Agreement):

6.2.1. costs of obtaining materials or tools necessary to provide the Services;

6.2.2. transportation costs;

6.2.3. salary and/or salary expenses for the subcontractor;

6.2.4. all costs, related to the preparation, translation (if required) and submission of the documents provided for in the Technical Specification and the Agreement;

6.2.5. costs of training and consulting of the Client's employees, specified in the Special Terms of the Agreement or the Technical Specification;

6.2.6. costs incurred during the Services' warranty maintenance period, set out in the Special Terms of the Agreement or the Technical Specification;

6.2.7. other costs and fees related to the provision of the Services and the performance of other obligations stipulated in the Agreement.

6.3. Recalculation of the Agreement price (relevant clauses are applied based on the cases of recalculation provided for in the Special Terms of the Agreement):

This clause of the Agreement applies, when the Agreement Price is to be recalculated due to the changes in VAT tariff (clause 6.3.1.):

6.3.1. If, during the execution of the Agreement, the legal acts governing the payment of VAT change, which have a direct impact on the price of the Services, provided by the Supplier, specified in the Agreement, the Agreement Price specified in the Agreement is recalculated by increasing or decreasing it accordingly. The recalculation is formalized by an amendment to the Agreement, which becomes an integral part of the Agreement. The recalculated Agreement Price applies for the share of the Services, included into the invoice, issued under the new VAT. If the recalculation of the Agreement Price due to a changed (increased or decreased) VAT is initiated by the Supplier, they must contact the Client in writing and provide specific calculations regarding the impact of the changed VAT on the Agreement Price. The Client also has a right to initiate the recalculation of the Agreement Price due to changed (increased or decreased) VAT tariff.

This clause of the Agreement applies, when the Agreement Price is expected to be recalculated due to changes in other taxes that change the price of the Services (clause 6.3.2.):

6.3.2. In case of changes in the legislation, which regulate tax payment (e.g. Regarding changes in the minimum wages, excise duty changes, etc.), resulting in the change of the Price of the Services, the Agreement Price, indicated in the Agreement, is recalculated by increasing or decreasing it accordingly. The recalculation is formalized by an amendment to the Agreement, which becomes an integral part of the Agreement. The Supplier initiating the change in the Agreement Price must submit a written offer regarding the review of the Agreement Price together with appropriate calculations, and submit the documents or references to the official sources to prove the emergence of the conditions, established in the Agreement, enabling to recalculate the Agreement Price.

The following clauses of the Agreement apply, when the Agreement Price is expected to be recalculated due to changes in the general price level or prices of the Services (6.3.3 p.):

6.3.3. Any Party has the right to initiate a recalculation of the fixed price/rates in accordance with the recalculation conditions and procedure set out in the Special Terms of the Agreement:

6.3.3.1. While conducting a recalculation, the Parties adhere to the data, published on the Official Statistics Portal by the State Data Agency, without requiring the other Party to submit an official document or confirmation issued by the State Data Agency or another institution, except in cases where the Special Terms of the Agreement stipulate that the Party of the Agreement must submit a confirmation from the relevant institution.

6.3.3.2. The Agreement Price is regarded as recalculated, when the Parties sign an agreement regarding its recalculation, which becomes an inseparable part of the Agreement.

6.3.3.3. The recalculated price/rates apply to orders placed after the Parties enter into an agreement regarding the recalculation of the price/rates. A subsequent recalculation of prices or rates cannot cover a period for which a recalculation has already been made.

6.4. If the Agreement Price was recalculated in accordance with the price recalculation conditions, established in the Agreement, the Initial Agreement Price is recalculated accordingly (increased or decreased).

6.5. During the execution of the Agreement, the invoicing is done only electronically. Electronic invoices, which comply with the European standard for eInvoicing, referenced in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter – **European standard for eInvoicing**), can be submitted by means, preferred by the Supplier. Electronic invoices, which do not meet the European standard on electronic invoicing may be submitted only by means of E.sąskaita information system. The Client accepts and processes electronic invoices using the means of the E.sąskaita information system, with the exceptions, established in of LPP Art. 22, pt. 12. An electronic invoice is interpreted as an invoice, issued, transferred and received in an electronic format, which enables its automatic and electronic processing. Advance payment invoices (if advance payments are provided for in Chapter 6 of the Agreement ‘Agreement Price and Payment Procedure’) must be submitted by the Supplier in accordance with the procedure, established in this clause of the Agreement.

6.6. The Client pays the Supplier for the Services rendered properly and with quality, when the Parties sign a Services Transfer Acceptance Act, and the Supplier submits an invoice in accordance with the procedure, established in the Agreement, no later than in the term, established in the Special Terms of the Agreement, calculated since the day of acceptance of the Invoice by means, indicated in clause 6.5 of the General Terms of the Agreement, by transferring the funds to the Supplier's bank account indicated in the Special Terms of the Agreement. The payment terms, specified in this clause of the Agreement, related to financing received from third parties, may be extended by a separate written agreement of the Parties, but, in any case, these terms may not exceed 60 (sixty) calendar days.

6.7. When the payments for the Services, rendered under the Agreement, are made in instalments or periodically, this must be indicated in the Special Terms of the Agreement together with the terms and conditions of payment in instalments/periods for the Services, rendered under the Agreement.

6.8. The day of payment refers to the day, when funds are deducted from the Client's account. If the payment term coincides with a holiday or a weekend, the following day is regarded as the day of payment in accordance with this Agreement.

6.9. The Parties fully assume the risk regarding possible changes in the currency exchange rates (if any).

The following clauses of the Agreement apply, when the Special Terms of the Agreement provide for advance payment (6.10 – 6.12 p.):

6.10. The Client pays the Supplier an advance payment, which cannot exceed the advance payment size in percentage from the Initial Agreement Price, established in the Special Terms of the Agreement. No later than within 5 (five) business days since the signing of this Agreement, the

Supplier must issue an advance payment invoice and an advance payment refund guarantee – a guarantee, issued by a bank, or a surety letter from an insurance company (an insurance policy together with a payment confirmation) registered in the Republic of Lithuania or abroad, indicating the binding condition upon first demand (guarantee terms: guarantee amount of the size of the advance; term of expiry – the advance payment refund guarantee must be valid as long as the advance payment is credited; an unconditional and irrevocable obligation to pay the guaranteed amount in a non-dispute manner within a set period, upon receipt of the Client's first written demand for payment, confirming the following: a) that the Supplier has not refunded the advance payment in accordance with the conditions of the Agreement and, b) the amount not refunded by the Supplier). The Supplier must coordinate the guarantee letter of a bank or a surety letter of an insurance company, registered in the Republic of Lithuania or abroad, with the Client in advance. The Client pays the Supplier within the term from the date of receipt of the advance payment invoice and the advance payment refund guarantee, established in the Special Terms of the Agreement. The amount of the advance payment is deducted from the payment amount. In case the Agreement is not fulfilled or fulfilled incompletely, the paid and unaccounted advance amount is returned to the Client. If a bank or insurance company, registered in the Republic of Lithuania or abroad, which ensures the refund of the advance payment, becomes insolvent, announces its intention to no longer fulfil its obligations, or it becomes clear from other circumstances that it will no longer be able to fulfil the assumed obligations, the Client has the right to demand from the Supplier to submit a new advance payment refund guarantee, which complies with the requirements of this clause of the Agreement.

6.11. Once the advance has been paid, the remainder of the Agreement price is payable upon delivery of all Services. When the advance is not paid (without the Supplier requesting or providing adequate assurance of refund of the advance payment), the full Agreement price for the Services rendered must be paid after the Services have been rendered.

6.12. Once an advance payment has been made, the payment for the Services commences as soon as the full amount of the advance payment has been credited.

This clause of the Agreement applies, when the Special Terms of the Agreement include the option of purchasing additional Goods (clause 6.13):

6.13. Services not specified in the list of the services, but related to the object of the public procurement, will be paid for at the prices of these Services, specified in the supplier's place of business, catalogue or website, offered on the date of signing the agreement (submitting the order) or, if such prices are not published, competitive prices that comply with the market conditions, offered by the Supplier.

The following clauses of the Agreement apply, when the Special Terms of the Agreement include the pricing of the compensation for the Agreement execution costs (clauses 6.14-6.16):

6.14. The Agreement establishes specific costs that can be included into the price payable to the Supplier under this Agreement. Upon the Client's request, the Supplier must submit third-party documents to prove the expenses within the term set by the Client.

6.15. Services not specified in the list, but related to the object of the Agreement, will be paid for at prices not higher than those corresponding to the market prices.

6.16. The actual costs incurred may not include the Supplier's profit.

7. ADDITIONAL AGREEMENT FULFILMENT GUARANTEE

The provisions of this chapter apply only if the Special Terms of the Agreement state that, for proper fulfilment of this Agreement, the Supplier must submit at least one of the additional means of guarantee, listed in this chapter.

7.1. The method of Agreement fulfilment guarantee and size of its value is indicated in the Special Terms of the Agreement.

7.2. No later than in 5 (five) business days since the signing of the Agreement or in other terms, established in the Special Terms of the Agreement, the Supplier must provide a guarantee of a bank or a guarantee letter with a policy (with a certification of payment) of an insurance company,

registered in the Republic of Lithuania or a foreign state, which must be an independent requirement, to ensure the fulfilment of the obligations, assumed under the Agreement. In addition to that, the Supplier may use other methods of ensuring the fulfilment of the Agreement, if they are specified as appropriate in the Procurement Documents.

7.3. The Agreement fulfilment guarantee must be unconditional, irrevocable, and valid until at least the 30th (thirtieth) calendar day, following the end of the last term for fulfilment of contractual obligations, established in the Agreement.

7.4. If the Supplier does not provide an Agreement fulfilment guarantee within the term specified in the Agreement, the Agreement shall not enter into force and it shall be considered that the Supplier has refused to enter into the Agreement.

7.5. The purpose of the Agreement fulfilment guarantee is to ensure the fulfilment of all contractual obligations of the Supplier, including, but not limited to the payment of forfeit (if established in the Special Terms of the Agreement). If the Agreement is terminated for any reason, the Agreement fulfilment guarantee may be used to recover any amounts repayable by the Supplier to the Client. The Client can use the Agreement fulfilment guarantee regardless of the termination of the Agreement.

7.6. The Client can use the Agreement fulfilment guarantee in case of any of the following circumstances:

7.6.1. The Supplier does not fulfil the obligations assumed under the Agreement or does so improperly;

7.6.2. The Supplier fails to fulfil the Client's instruction to remedy the shortcomings of the Services in a reasonable time;

7.6.3. if, due to any actions of the Supplier (action or lack thereof), the Client incurred losses (including, but not limited to additional costs, revenue not received, or other direct or indirect losses, late interest and (or) fines (if established in the Special Terms of the Agreement));

7.6.4. The Supplier unilaterally terminates the Agreement without a justifiable reason (in cases not specified in the Agreement).

7.7. After extending the term for the fulfilment of the Supplier's contractual obligations, the Supplier must, at their own expense, extend the validity period of the bank guarantee or insurance company's surety letter provided to ensure the performance of the Agreement and submit it to the Client within 3 (three) business days since the date of the extension of the term. The Supplier must ensure that upon the extension of the Agreement fulfilment guarantee, there is no timeframe, when the fulfilment of the Supplier's obligations would not be guaranteed.

7.8. The Agreement fulfilment guarantee and (or) the document to certify the guarantee shall be returned to the Supplier within 5 (five) business days since the Supplier's written demand, if they have timely and properly fulfilled all contractual obligations, or the Agreement fulfilment guarantee has become unnecessary for other reasons.

7.9. If the term of the Agreement is longer than 1 (one) year, the Supplier may provide an Agreement fulfilment guarantee of the same value, as established in the Special Terms of the Agreement, not for the entire term of the Agreement, but for a term that is at least 1 (one) year. In such case, the Supplier must extend the validity of the Agreement fulfilment guarantee before the expiration of the Agreement fulfilment guarantee provided. A violation of the procedure of extending the validity of the Agreement fulfilment guarantee (in cases, when the Agreement fulfilment guarantee is provided for a period shorter than the term of the Agreement), shall be regarded as **a gross violation of the Agreement**.

8. QUALITY OF THE SERVICES AND PROCEDURE OF TRANSFER AND ACCEPTANCE

8.1. The result of the Services shall be transferred by the Parties to the Agreement by signing the Services Transfer-Acceptance Act, which is signed in 2 (two) copies of equal legal power, one for each party.

8.2. If, according to the Object of the Agreement, the act of transfer-acceptance of the Services is not necessary as a separate document, the Parties agree, and it is clearly indicated in the invoice, the invoice certified and signed by persons duly authorized by the Parties shall also be considered as the act of transfer-acceptance of the Services.

8.3. Upon fulfilment of the obligations stipulated in the Agreement, the Supplier must contact the Client regarding the transfer of the result of the Services to the Client and the signing of the Services Transfer-Acceptance Act. The Client undertakes to accept the Services provided properly and on time by signing the Services Transfer-Acceptance Act no later than within 5 (five) business days since the date of the Supplier's application, or to indicate the shortcomings of the Services provided to the Supplier within the same period. After both parties to the Agreement have signed the Services Transfer-Acceptance Act, the Supplier undertakes to submit an invoice in accordance with the procedure established in the Agreement no later than within 2 (two) calendar days, if the invoice is not equivalent to a transfer-acceptance act based on Clause 8.2 of the General Terms of the Agreement.

8.4. If, during the provision and (or) transfer and acceptance of the Services, it is established that the Services were provided improperly and the result of the Services does not comply with the requirements, established in the Agreement and (or) the Technical Specification, the Client has a right to refuse to sign the Services Transfer-Acceptance Act by indicting the shortcomings of the Services to the Supplier (if possible, also indicating the means to be taken by the Supplier to make the quality of the Services compliant to the requirements of the Agreement and (or) Technical Specification, enabling the signing of the Services Transfer-Acceptance Act). Upon receiving a notice from the Client, defined in this clause of the Agreement, the Supplier must eliminate the shortcomings (aspects of non-compliance) of the execution of the Agreement at their own cost in a reasonable term, indicated by the Client.

8.5. Should the Supplier fail to eliminate the shortcomings of the Services in a reasonable term, indicated by the Client, the Supplier has a right to refuse to accept and pay for the Services transferred, and to submit a notice to the Supplier on the refusal to accept them.

8.6. Together with the Service Transfer-Acceptance Act, the Supplier must provide the Client with all documents (the documents must be in the original language with a Lithuanian translation, certified with a signature of the translator and a seal of the translations office), necessary for the use of the results of the Services (if applicable).

8.7. During the signing of the Services Transfer-Acceptance Act, the Supplier guarantees the quality of the Services and that they contain no hidden defects. The Service quality must comply with the requirements, established in the Proposal, the Agreement and the Technical Specifications, also the requirements of the legislation, applicable to the Service quality.

8.8. The Supplier is responsible for any non-compliance of the results, created by the Services rendered, to the quality requirements at the moment of the Service transfer to the Client, even if the non-compliance emerges later. Should the Client notice shortcomings of the Services that were unnoticed at the moment of accepting the Services, the Client must report the shortcomings to the Supplier. Upon reporting the shortcomings, the Supplier must remedy them in a reasonable term, indicated by the Client. If the Supplier does not eliminate the shortcomings of the Services that the Client has reported within the specified reasonable term, the Client has a right to remedy these shortcomings at their own cost and to demand the Supplier for a compensation for the costs incurred in eliminating the shortcomings, also for a compensation for any losses incurred due to the identified shortcomings in the Services provided by the Supplier.

The following clause applies, when the Special Terms of the Agreement provides for the provision of Services in stages/periodically (clause 8.9):

8.9. If the Services are delivered in stages/periodically, the following Services transfer-acceptance procedure is established:

8.9.1. A stage/period of the Services supplied is accepted by both Parties signing the Services Transfer-Acceptance Act or an invoice, as established in clause 8.2 of the terms herein.

8.9.2. The Client signs the Services Transfer-Acceptance Act with a condition that all previous stages have been accepted. Upon completion of the delivery of the Services, the Client is provided with the final report of the Services delivered and, upon confirmation, the Parties sign the final Services Transfer-Acceptance Act (*applicable, if the Services are delivered in stages*).

8.9.3. The term for the completion of any stage of the Services, related to the performance of the previous stage of the Services, will not be extended, unless the Client signs the Services Transfer-Acceptance Act for the previous stage of the Services due to the fault of the Supplier (*applicable if the Goods are delivered in stages*).

8.9.4. If the Client submits comments regarding the documents, related to the fulfilment of a stage/period, the procedure of submission and refection of the documents, related to the fulfilment of a stage/period, may be conducted as long as all necessary corrections are made according to reasonable comments of the Client, and the stage/period is completed properly, regardless of the accrual of late interest.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Provisions of this chapter apply when the service provision creates an object of intellectual property rights, and if the immaterial copyrights are transferred to the Client.

9.2. Unless the Special Terms of the Agreement state otherwise, the Supplier transferring the Services (signing the Services Transfer-Acceptance Act for the Services rendered) undertakes to transfer the copyrights, established in the legislation of the Republic of Lithuania, to all results of the Services, developed during the execution of the Agreement (including the Subsuppliers hired) to the ownership of the Client since the moment of signing the Services Transfer-Acceptance Act for the entire term of the property or intellectual property rights of the author, established by the law, not limited to the territory of any state. The Supplier has no right to publicly distribute the results of the Services transferred to the Client without the prior written consent of the Client.

9.3. The Supplier guarantees to remunerate the Client for any losses incurred due to any claims, arising from violations of copyrights, patents, licenses, drawings, models, Service (goods) titles or Service (trade) marks, or any other intellectual property rights, committed by the Supplier during the execution of the Agreement.

10. LIABILITY OF THE PARTIES

10.1. The liability of the Parties is established in accordance with the applicable law of the Republic of Lithuania and this Agreement. The Parties undertake to properly fulfil their obligations, taken under this Agreement, and refrain from any actions that could cause damages to each other or complicate the fulfilment of the obligations assumed by the other Party to the Agreement.

10.2. Should the Client fail to pay the Supplier due to the Client's fault, the Supplier is entitled to demand for a 0.02 (two hundredths) per cent interest (unless the Special Terms of the Agreement indicate a different size of the interest/fine) of the amount due for each calendar day of delay.

10.3. Should the Supplier fail to fulfil their contractual obligations in accordance with the terms, indicated in the Agreement and (or) Technical Specification, fulfil them improperly or be late in their fulfilment, upon the Client's written request, the Supplier must pay an interest of 0.02 (two hundredths) per cent from the Initial Agreement Price, indicated in the Special Terms of the Agreement, for each calendar day of delay or improper fulfilment of contractual obligations (unless a different size of interest/fine is established in the Special Terms of the Agreement). The Client may deduct the interest from the amounts due to the Supplier in accordance with the Agreement.

10.4. Payment of the default does not release the parties to the Agreement from the fulfilment of the obligations assumed under the Agreement.

10.5. Upon termination of the Agreement due to a fundamental breach of the Agreement by the Supplier, the Supplier must pay the fine, specified in the Special Terms of the Agreement, which shall be considered as the minimum losses of the Client. The payment of the fine is not associated with a

full compensation of the losses, incurred by the Client and does not release the Supplier from the obligation to compensate them in full. The Client has the right to deduct the fine from the amounts due to the Supplier, and if there are no amounts due, the Supplier must pay the fine within 5 (five) business days since the date of receipt of the written demand of the Client.

10.6. If, during the execution of this Agreement, the Supplier fails to adhere to the requirements of applicable legislation or does not fulfil the obligations, established in this Agreement, or does so improperly, resulting in any third party (competent authorised state institutions or organisations, etc.) applying fines or other sanctions on the Client, and (or) losses to the Client, the Supplier undertakes to remunerate the Client for all direct and indirect losses or damage and additional costs thus incurred.

10.7. In all cases, the Supplier shall be liable for losses or damages caused by the persons employed by them during the supply of the Services, regardless of whether such losses or damages were caused to the Client, their employees, or any third parties and their property.

10.8. The supplier and the economic entity, whose capacity the supplier relies upon, are jointly and severally liable for the fulfilment of the agreement, when this is provided for in the Special Terms of the Agreement.

10.9. Should the Supplier fail to ensure proper fulfilment of their obligations, the Client is entitled, without limitations to other possibilities of applying remedies provided for in legislation for a default on obligations, apply a unilateral deduction from all amounts payable to the Supplier under the Agreement for the default on obligations (upon giving a written notice to the Supplier) and, if the amounts are not enough, use the guarantees of fulfilment of obligations, provided by the Supplier for the same purpose (upon giving a written notice to the Supplier), to cover the defaults specified in the Agreement and all losses incurred. This provision is valid regardless of the termination of the Agreement and the application of other sanctions.

10.10. The Parties agree that the default payments, established in the Agreement, is not unreasonably high – the default payments are considered to be the correct and minimum indisputable amounts of the losses, suffered by the injured Party due to the breach of the Agreement committed by the Party.

11. FORCE MAJEURE CIRCUMSTANCES

11.1. A party is exempt from liability for failure to comply with this Agreement if they prove that the agreement was not executed due to circumstances beyond their control or that could not be reasonably predicted at the time of signing the Agreement, and that they could not prevent these circumstances and their outcome.

11.2. The *Force Majeure* circumstances are defined in Art. 6.212 of the Civil Code and the Regulations Regarding Exemption from Liability under *Force Majeure* Circumstances, adopted by the Government of the Republic of Lithuania on 15 July 1996 by the Resolution No. 840 ‘Regarding the approval of the regulations regarding the exemption from liability under *Force Majeure* circumstances’.

11.3. The party that is unable to fulfil their obligations under this Agreement on the premise of *Force Majeure* circumstances must notify the other party in writing in 10 (ten) business day since the emergence of the said circumstances.

11.4. At the end of the *Force Majeure* circumstances, the Parties continue to fulfil their obligations, assumed under this Agreement, unless they agree otherwise.

11.5. If the *Force Majeure* circumstances last longer than 30 (thirty) calendar days, then the Party has the right to terminate the Agreement by giving a notice to the other Party 30 (thirty) calendar days in advance. If the *Force Majeure* circumstances continue to exist after the aforementioned 30 (thirty) calendar days of notice, this Agreement is terminated and the Parties are relieved of further fulfilment of this Agreement under the terms of this Agreement.

12. AGREEMENT TERM, TERMINATION AND EXTENTION

12.1. The Agreement enters into force after both Parties have signed it and the Supplier has provided the required Agreement fulfilment guarantee (if the requirement to ensure the fulfilment of the Agreement by a guarantee of a bank or a surety letter of an insurance company, registered in the Republic of Lithuania or abroad, is included into the Special Terms of the Agreement) and is valid until full fulfilment of the contractual obligations of the Parties to the Agreement, or Termination of the Agreement in the cases specified in the Agreement or the law.

12.2. If any provision of the Agreement becomes or is recognized as invalid in whole or in part, this does not affect the validity of other provisions of the Agreement.

12.3. A Party has a right to request the other Party to suspend the provision of the Services, established in the Agreement no later than within 3 (three) business days (in case of *Force Majeure* circumstances – in the term, established in clause 11.3) after the emergence of the circumstances, specified in Clause 12.4 of the Agreement, and provide data on the circumstances leading to the suspension of the term for the delivery of the Services.

12.4. The provision of Services may be suspended and/or the term for providing Services may be postponed in at least one of the following circumstances, for no longer than the specified circumstances continue:

12.4.1. In case of *Force Majeure* circumstances, established in chapter 11 – the terms of the fulfilment of the Agreement are suspended since the moment of the emergence of these circumstances or, if they were not reported on time, since the moment of the notice, and renewed when the said circumstances do not hinder the fulfilment of the Agreement;

12.4.2. in the event of any delay, obstruction or disruption caused by the Client;

12.4.3. in case of any delay, obstacles or hindrance, caused to the Supplier by other third parties not due to the Supplier's untimely or improperly delivered Services, as established in terms and conditions of the Agreement;

12.4.4. The necessity to suspend the Agreement emerged due to other unforeseen circumstances, where such circumstances could not be reasonably foreseen by each of the Parties to the Agreement;

12.4.5. if the Agreement becomes invalid due to fundamental breaches of the Agreement – to verify, whether the fundamental breaches of the Agreement were truly committed. If the suspicions are not confirmed, the Agreement is resumed;

12.4.6. The necessity to suspend the Agreement emerged due to suspended funding of the Client for the purchase of the Services.

12.5. In the emergence of the circumstances, established in clause 12.4 of the Agreement, and the Client acknowledges the circumstances, indicated by the Supplier (if the request to suspend the delivery of the Services, established in the Agreement, is submitted by the Supplier), as justified and independent from the Supplier, the Client adopts the decision regarding suspension of the Service delivery term and notifies the Supplier in writing in 5 (five) business days since the emergence of the circumstances, established in clause 12.4 and/or the receipt of the Supplier's request to suspend the delivery of the Services, established in the Agreement.

12.6. The Supplier must immediately, but not later than within 1 (one) business day, stop the delivery of the Services or their part, upon receiving a written notice from the Client requesting to stop the delivery of the Services or their part, as established in the Agreement.

12.7. The Parties agree that the term of suspension of the delivery of the Services, established in the Agreement is not included into the term of fulfilment of the Agreement, during this term the Services shall not be delivered, and the Client shall not make any periodic payments, fines or downtime fines to the Supplier for this period. The Parties also agree that the suspension of the delivery of the Services does not mean a termination of the Agreement.

12.8. The extension and renewal of the term of delivery of the Services is formalized by a written agreement between the Parties, which becomes an integral part of the Agreement.

12.9. The Service delivery term may be extended in the following cases:

12.9.1. upon the end of the circumstances, established in clause 12.4;

12.9.2. when there is a possibility to purchase an additional amount of the Services under this Agreement, which requires an extension of the Service delivery term;

12.9.3. when an extension of the Service delivery term is necessary due to decisions of the authorities, changes in the legislation, Client actions, and other circumstances, established in the Special Terms of the Agreement, which stipulate for an extension of the Service delivery term.

The following clause of the Agreement applies if the Services must be delivered until a specific date (clause 12.10):

12.10. The Parties have a right to resume (after a suspension of the delivery of the Services) and (or) extend the Service delivery, established in the Agreement in cases, established in the Agreement, upon giving a written notice to the other Party. If the parties agree to extend the term for the delivery of the Services, established in clause 2.1 of the Special Terms of the Agreement, it shall be extended for such a period and under such conditions as established in clause 7.1 of the Special Terms of the Agreement, or for the period for which the delivery of the Services (execution of the Agreement) was suspended.

The following clause of the Agreement applies if the Services must be delivered during a specific period of time (clause 12.11):

12.11. The Parties have a right to resume (after a suspension of the delivery of the Services) and (or) extend the Service delivery, established in the Agreement in cases, established in the Agreement, upon giving a written notice to the other Party. If the Parties agree to extend the term of the Agreement, established in clause 2.1 of the Special Terms of the Agreement, it shall be extended for such a period and under such conditions as established in clause 7.1 of the Special Terms of the Agreement, or resumed for the period, remaining for the delivery of the Services (execution of the Agreement) before the Agreement was suspended.

12.12. In cases other than those specified in this chapter, the Agreement may be extended only in accordance with the provisions of LPP Article 89.

13. TERMINATION AND AMENDMENT OF THE AGREEMENT

13.1. The Agreement may be terminated:

13.1.1. by written agreement of the Parties (except in case of a fundamental breach of the Agreement);

13.1.2. in cases and based on procedures, established in the Agreement;

13.1.3. in other cases, established by the Civil Code and (or) the LPP.

13.2. The Client can unilaterally terminate the Agreement without going to court by giving a written notice to the Supplier 10 (ten) calendar days in advance, in the following cases:

13.2.1. The Supplier becomes a subject of a restructuring or bankruptcy case, the Supplier is liquidated, suspends its economic activity, or when a similar situation occurs in accordance with the procedure established by the law or other legislation and these circumstances prevent the fulfilment of the obligations, assumed under the Agreement, in a timely manner;

13.2.2. in the event of a fundamental breach of the Agreement, as provided for in the Agreement and (or) the Civil Code and the Special Terms of the Agreement.

13.2.3. The Agreement was amended in breach of LPP Art. 89;

13.2.4. it became known that the Supplier, with whom the Agreement was signed, had to be removed from the procurement procedure in accordance with LPP Art. 46, pt. 1.

13.2.5. it became known that the Agreement could not be signed with the Supplier, because of the ruling of the Court of Justice of the European Union in accordance with Article 258 of the Treaty on the Functioning of the European Union due to the non-fulfilment of the obligations under the treaties, establishing the European Union and Directive 2014/24/EU.

This clause of the Agreement applies if the Client has reserved the right to take part in the public procurement only for the suppliers, indicated in LPP Art. 23 or 24 (clause 13.2.6):

13.2.6. The Supplier (or at least one of the Supplier's participants, when the Supplier is a group of economic entities) has lost the status, specified in LPP Art. 23 or 24, or this status was lost by a subsupplier and the Supplier cannot replace such subsupplier with another subsupplier that meets the requirements, and the Agreement cannot be executed without the subsupplier

The following clause of the Agreement applies if the Client acts in the field of defence, controls information infrastructure of special importance, or operates in fields, regarded as a part of strategic sectors of the economy, needed to ensure the national security (clause 13.2.7.):

13.2.7. The Government of the Republic of Lithuania adopts a decision in accordance with the procedure, established by the Law on the Protection of Important Objects for Ensuring National Security, which confirms that the Agreement (its amendment) is considered as posing a risk or non-compliant with the interests of the national security.

The following clause of the Agreement applies if the Client operates in the field of defence, controls information infrastructure of special importance, operates in regarded as a part of strategic sectors of the economy needed to ensure the national security, or is included into the list of users of the Secure Network, and the procured services are included into the list of procurements, CPV codes of which are indicated in LPP Article 92, part 13 (clause 13.2.8.):

13.2.8. During the execution of the Agreement, it becomes clear that the Agreement (its amendment) is considered to pose a threat to the national security, as indicated and defined in the Law on Public Procurement. During the Agreement term, in case of a suspicion or upon receiving appropriate information that the Agreement (its amendment) poses a threat to the national security, the Buyer must ensure and request the Supplier to submit appropriate documents to confirm or deny the information, indicated in this subclause.

The following clause applies only in cases of International procurements (clause 13.3):

13.3. The Client can unilaterally terminate the Agreement without going to court by giving a written notice to the Supplier no later than in 5 (five) calendar days under the basis, established in the Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions.

13.4. The Supplier can unilaterally terminate the Agreement without going to court by giving a written notice to the Client no later than in 20 (twenty) calendar days if the Client is late with payments for more than 30 (thirty) calendar days or has committed another fundamental breach of the Agreement not due to the fault of the Supplier or *Force Majeure*, as established in the Civil Code.

13.5. The Client is entitled to terminate the Agreement unilaterally with no fault of the Supplier by giving a notice to the Supplier no later than 30 (thirty) calendar days in advance, regardless if the Supplier has already started the execution of the contractual obligations. In this case, the Client must pay the Supplier for the Services that are proper and comply with the terms of the Agreement, delivered prior to the termination of the Agreement and reimburse other reasonable expenses, incurred by the Supplier in execution of the Agreement prior to receiving the notice of termination of the Agreement from the Client.

13.6. The terms of the Agreement may be amended throughout the validity of the Agreement in accordance with the procedures and in cases, established in the Agreement and the LPP. The amendment of the Agreement is valid only concluded in writing by mutual agreement of the Parties. Agreements of the Parties regarding amendments of the Agreement become an integral part of the Agreement.

13.7. Specification of the terms of the Agreement in cases established in the Agreement shall not be regarded as an amendment to the Agreement, if the conditions of the amendment were clearly, specifically and unambiguously formulated in the Procurement Documents.

13.8. A Party initiating an amendment to the Agreement must provide the other Party with a written request to amend the terms of the Agreement and documents to justify the circumstances, reasons and explanations, specified in the request, or their copies. The other Party must provide a motivated refusal to the request to amend an appropriate term of the Agreement in 5 (five) business days. If the Parties do not agree on amendments of the terms of the Agreement, the Agreement shall not be amended, except for cases, established in clause 6.3.3. Of the General Terms of the Agreement.

A Party cannot refuse to recalculate the Agreement Price under recalculation conditions set out in the Special Terms of the Agreement. If the Parties agree on amendments on the terms of the Agreement, the amendments are documented by mutual agreement of the Parties and become an inseparable part of the Agreement.

13.9. Termination of the Agreement does not eliminate the right to demand for the payment of penalties, established in this Agreement for non-performance or improper performance of contractual obligations prior to the termination of the Agreement, and compensation for losses incurred due to non-performance or improper performance of the obligations, assumed under this Agreement, as established in the provisions of the Agreement.

13.10. If the Client suspends the rendering of the Services for more than 60 (sixty) days due to no fault of the Supplier or circumstances, the risk of occurrence of which rests with the Supplier, the Supplier may issue a written notice to demand a permission to resume the rendering of Services within 30 (thirty) calendar days, and if such permission is not received, the Agreement may be terminated by giving a written notice to the Client.

13.11. If the rendering of Services is suspended for more than 90 (ninety) days, each Party to the Agreement may unilaterally terminate the Agreement by giving a written notice to the other Party in accordance with the procedure established in the Agreement.

14. HIRING AND REPLACEMENT OF SUBSUPPLIERS

14.1. For the performance of the Agreement, the Supplier hires subsuppliers, whose qualifications the supplier relies upon, other subsuppliers, specified in the proposal and known at the time of the conclusion of the Agreement (whose qualifications are not relied upon), economic entities, whose capabilities the supplier relies upon (these economic entities are subject to the procedure for changing subsuppliers) and specifies them in the Special Terms of the Agreement.

14.2. The Supplier is liable for all obligations under this Agreement regardless if they are fulfilled by using the services of the Subsuppliers.

14.3. Upon entering into the Agreement, but no later than the beginning of the execution of the Agreement, the Supplier undertakes to inform the Client of the titles, contact details and representatives of subsuppliers, known at the time. The Client also requires the Supplier to inform on any changes in the above-mentioned information throughout the entire term of the Agreement, also about new Subsuppliers, intended to be hired later, in writing or by e-mail, and receive a written approval of the Client. Subsuppliers do not need to submit the European single procurement document (ESPD) and the reasons for dismissing them shall not be verified either.

14.4. The Supplier has no right to replace Subsuppliers without the written consent of the Client. Upon replacing a Subsupplier without a written permission of the Client, the Supplier shall pay a fine, established in the Special Terms of the Agreement. A repeated non-compliance with this clause of the Agreement shall be considered a **fundamental breach of the Agreement**, except for the replacement of Suppliers, who were not subject to qualification requirements or when a subsupplier was not used to meet the qualification requirements.

14.5. Replacement of subsuppliers or hiring new subsuppliers is possible only when the Supplier submits a reasonable request to the Client regarding the replacement of subsupplier, specified in the Agreement, or hiring a new subsupplier, documents to prove the compliance of the new or replaced subsupplier, specified in clause 14.1 of the Agreement, to the qualification requirements, established in the Procurement Documents and documents to prove the absence of the grounds for a replacement of a supplier (if subsuppliers were subject to qualification requirements in the Procurement Documents based on the contractual obligations assumed, or a subsupplier was hired to meet the qualification requirements, or a demand to verify the grounds for the dismissal of a subsupplier, provided for in the Procurement Documents), and receives a written approval of the Client regarding the replacement of the chosen subsupplier or hiring the new subsupplier. If the Client issues a written approval of the replacement of a subsupplier or hiring a new subsupplier, the Client and the Supplier shall enter into a written agreement regarding the replacement or hiring of a

subsupplier, signed by the Parties (if subsuppliers were subject to qualification requirements in the Procurement Documents based on the share of contractual obligations assumed, or a subsupplier was hired to meet the qualification requirements). This agreement then becomes an integral part of the Agreement.

14.6. In an event of a replacement of a Subsupplier, which earned additional points of economic efficiency by the Client during the evaluation of the Offer, the qualifications of the Subsupplier replacement, suggested by the Supplier, must be equivalent or higher than those of the Subsupplier replaced.

14.7. If the Client has reasonable doubts of the Subsupplier being incompetent to fulfil the duties established, they may demand the Supplier to find another Subsupplier, who does not comply with the grounds for removal, specified in the Procurement terms, and holds the qualifications that comply with the qualification requirement, established in the Procurement Documents (if Subsuppliers were subject to qualification requirements in the Procurement Documents based on the share of contractual obligations assumed). The Client must apply to the Supplier with a written request for the replacement of this Subsupplier, stating the reasons for the request. Upon receiving the Client's application regarding the replacement of the Supplier's Subsupplier, the Supplier must, in a reasonable term, which cannot exceed 14 (fourteen) days, suggest another Subsupplier for the execution of the Agreement and obtain the Client's approval for the Subsupplier's appointment. If the Client agrees with the replacement of the Subsupplier, the Client and the Supplier shall enter into an agreement regarding the replacement of the Subsupplier, signed by the Parties. This agreement then becomes an integral part of the Agreement.

14.8. If, through no fault of the Client, within 15 (fifteen) calendar days since the day when it becomes clear that the Supplier is incompetent to perform the specified duties, the Supplier shall not appoint another Supplier with qualifications equivalent or higher in his place (if Subsuppliers were subject to qualification requirements in the Procurement Documents based on the share of contractual obligations assumed), this shall be considered a fundamental breach of the Agreement, and the Client shall be entitled to unilaterally terminate the Agreement and apply other remedies provided for in the Agreement.

14.9. At the request of the Subsuppliers, the Client shall settle with them directly. The Client shall inform the Subsupplier about this possibility in a separate message within 3 (three) calendar days since the day of receiving information from the Supplier about the Subsupplier being hired. In order to use the option of direct settlement, the Subsupplier must inform the Client about this in writing no later than within 5 (five) calendar days. In this case, a tripartite agreement shall be concluded with the Client, Supplier and Subsupplier, which includes the procedure for direct settlement with the Subsupplier:

14.9.1. The Subsupplier wishing for a direct settlement with the Client shall submit a request to the Client and initiate the signing of a tripartite agreement between them, the Client and the Supplier. The agreement must be concluded no later than before the first settlement of the Client with the Supplier. This agreement specifies the Supplier's right to object to unreasonable payments, the procedure for direct settlement with the Subsupplier, taking into account the requirements set out in the procurement documents and the subcontracting agreement;

14.9.2. Before submitting an invoice to the Client, the subsupplier must coordinate it with the Supplier. It is regarded as proper, when the invoice of the subsupplier is approved in writing by an appointed representative of the Supplier, indicated in the tripartite agreement. Payments made by the Client to the subsupplier based on their invoices accordingly reduce the amount that the Client must pay to the Supplier in accordance with the terms and conditions of the Main Agreement. Issuing and submitting invoices to the Client, the Supplier, accordingly, shall not include the amounts of the invoices, issued by the Subsupplier directly to the Client and approved by the Supplier.

14.9.3. direct settlement with the Subsupplier does not release the Supplier from their obligations under the Agreement;

14.9.4. settlements with the Subsupplier are made at the rates, specified in the tripartite agreement;

14.9.5. if, during direct settlement with a Subsupplier, it turns out that the actual quantities/volumes/payable amounts specified by the Subsupplier do not match those specified in the Agreement, the risk of settlement rests with the Supplier and the discrepancies shall be eliminated at the Supplier's expense.

15. HIRING AND REPLACEMENT OF SPECIALISTS (EMPLOYEES), APPOINTED FOR THE EXECUTION OF THE AGREEMENT

15.1. The Agreement shall be executed by the specialists (employees) of the Supplier, indicated in the Offer.

15.2. The Supplier is not allowed to replace the specialists (employees), indicated in the Offer, without a written approval of the Client. The replacement of specialists (employees) without a written approval of the Client shall be regarded as a **fundamental breach of the Agreement**.

15.3. The Supplier must inform the Client in writing if a specialist (employee), approved by the Client, cannot execute the Agreement (due to illness, termination of employment, etc.) no later than the following business day after becoming aware of it. The newly-hired or replaced specialist must have the qualifications equivalent or higher than specified in the Procurement Documents for the relevant specialist (if qualification requirements were set in the Procurement Documents). The Supplier shall inform the Client about the candidate, proposed for the position of the replaced specialist (employee) in writing, also including the necessary documents to prove the candidate's qualifications. If the Client agrees to the replacement of the specialist (employee) or the hire of a new specialist (employee), the Client and the Supplier shall enter into a written agreement on the replacement of this specialist (employee) or the hire of a new specialist (employee), signed by both Parties. This agreement then becomes an integral part of the Agreement. In an event of a replacement of a specialist (employee), which earned additional points of economic efficiency by the Client during the evaluation of the Proposal, qualifications of the specialist (employee) replacement, suggested by the Supplier, must be equivalent or higher than those of the specialist (employee) replaced.

15.4. The Client has a right to initiate the replacement of a specialist (employee), who does not properly perform the duties provided for in the Agreement, indicating the reasons for such a request. Upon receiving the Client's request for a replacement of the appointed specialist (employee), referred to in this clause of the Agreement, the Supplier has the obligation to appoint another specialist (employee) within a reasonable period, but not longer than 14 (fourteen) calendar days, or to ensure that the Subsupplier appoints another specialist (employee) for the execution of the Agreement, who would meet the qualification requirements, specified in the Procurement documents (if qualification requirements were established in the Procurement documents). Before appointing a new specialist (employee), the Supplier must inform the Client about him and provide the Client with documents to confirm his qualifications. If the Client agrees with the newly-proposed specialist (employee), the Parties shall enter into a written agreement on the replacement of this specialist (employee). This agreement then becomes an integral part of the Agreement.

15.5. If the Supplier, through no fault of the Client, does not replace a specialist (employee) that cannot perform the Agreement with another person with the same or higher qualifications within 14 days since the emergence of the circumstances, this will be considered a fundamental breach of the Agreement, and the Client shall have the right to unilaterally terminate the Agreement and to apply other remedies provided for in the Agreement.

16. WARRANTY

This section applies if the Services are purchased together with goods:

16.1. The term of warranty obligations for the Goods is established in the Civil Code of the Republic of Lithuania and in Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999. The warranty period for all Goods or their parts takes effect from the date of acceptance of the Goods or their parts.

16.2. Warranty is invalid if the shortcomings of the Goods occur due to the Client failing to comply with service, maintenance and operation instructions.

16.3. Upon noticing defects in the Goods, the Client can make claims to the Supplier regarding the quality of the Goods at any time during the warranty period. The Client shall issue a defect act and send it to the Supplier by e-mail, fax or mail, or deliver via a courier upon signature, ordering the Supplier to sign and send it back to the Client in 3 (three) calendar days by fax, or via a courier upon signature. Should the Supplier fail to deliver the signed defect act regarding or a reasonable refusal to acknowledge the defects, it shall be regarded that the Supplier has acknowledged the defects. Should the Supplier refuse to acknowledge the defects, the Parties consult on the appointment of an independent expert, and if an agreement cannot be reached within 3 (three) business days, the Client shall conduct an expertise of their own choice. The costs of the expert shall be covered as follows:

16.3.1. if the Goods comply with the requirements, established in the Agreement – the Client,

16.3. 2. if the Goods do not comply with the requirements, established in the Agreement – the Supplier.

16.4. The expert conclusions are binding on both Parties. The Supplier must provide the Client with the documents, necessary for the expertise of the Goods, the shortcomings of which have not been acknowledged by the Supplier, in 10 (ten) calendar days since the signing of the defect act. Should the Supplier fail to deliver the documents demanded on time, it shall be regarded that the defects, indicated by the Client, have been acknowledged.

16.5. The Supplier undertakes to eliminate the defects at their own cost in 20 (twenty) calendar days since the delivery of the defect act or expert conclusions, indicating to eliminate the defects, emerged during the warranty period, also to remunerate all resulting costs and losses, incurred by the Client. The newly-delivered Goods are covered by the same warranty terms and conditions, as discussed in the Agreement and/or its annexes.

17. CORRESPONDENCE

17.1. All notices, consents and other communications that a Party may submit under this Agreement shall be submitted in Lithuanian language. All information, warnings or notices, related to this Agreement, must be submitted in writing by e-mail, registered letter or courier (with confirmation of delivery), or delivered to the other Party of the Agreement upon signature to the addresses, specified in the contact details of the Agreement. Notices to the other Party of the Agreement sent by e-mail shall be considered received on the day they are sent or on the following business day, if the day of sending was a non-working day. Notices sent by registered mail shall be considered delivered no later than within 3 (three) business days since the date of their dispatch.

17.2. In case of changes in a Party's address and (or) other details, indicated in the Agreement, this Party must notify the other Party no later than in 3 (three) business days since the moment of the change. If a Party fails to comply with these requirements, it has no right to a claim or a counter-claim if the actions of the other Party, based on the last known details, contradict to the conditions of the Agreement, or if the Party has not received any notice, delivered based on these details.

18. PERSONAL DATA PROCESSING

18.1. During the execution of this Agreement, the Parties undertake to conduct personal data processing in a legal way – with adherence to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legislation, applicable to personal data processing. The legality of data processing of representatives of the Parties, employees or other natural persons employed for the execution of the Agreement is based on the necessity to fulfil the Agreement. The Parties undertake to properly inform all natural persons (employees, employees of their sub-suppliers and other representatives), who will be employed for the execution of the

Agreement, about the fact that their personal data will be processed by the Parties for the purposes of the execution of the Agreement.

18.2. Each Party shall process the data, provided by the other Party's employees, authorized persons, employees of Suppliers or other representatives, as well as other persons, for the purpose of the execution of this Agreement, legitimate interest to file or defend against lawsuits or other claims, and also in order to fulfil the obligations, established in the legal acts applicable to the Party, and on legitimate basis, which complies with the said purpose.

18.3. Each Party shall keep the personal data provided by the other Party referred to in clause 18.2 for the entire term of the Agreement, and also after its expiration to the extent necessary to file or defend against lawsuits or other claims, and to fulfil the obligations, established in the legal acts, applicable to the Party.

18.4. Each Party may provide the personal data, specified in clause 18.2, provided by the other Party to the following data recipients: providers of hardware and software used for processing personal data and providers of related Services, providers of Services performing maintenance and service of information and communication technologies used by the Party, Public Procurement Office, other data recipients, to whom personal data must be provided in accordance with the requirements of legislation, applicable to the Party. The Service provider may provide the personal data, provided by the Client and specified in clause 18.2 of this Agreement, to persons whom they have the right to employ for the execution of this Agreement.

18.5. Each Party undertakes to properly notify all natural persons, whose personal data is transferred to the other Party, about the transfer of their personal data.

18.6. The parties declare that the natural persons, employed for the execution of the Agreement with the parties and listed in the Agreement have been informed of their personal data provided in the Agreement, and have given their consent to this in accordance with the procedure established by the Party.

18.7. The processing of personal data can be discussed in an additional agreement of the Parties attached to this Agreement (if any).

19. DISPUTE SETTLEMENT PROCEDURE

19.1. Disputes arising from the Agreement shall be resolved through negotiations, and if a dispute cannot be resolved through negotiations within 30 (thirty) days from the beginning of the negotiations, the dispute shall be resolved in accordance with the procedure, established by the Code of Civil Procedure of the Republic of Lithuania, in the courts of the Republic of Lithuania.

20. ANTI-CORRUPTION OBLIGATIONS

20.1. The Supplier undertakes to ensure that the Supplier's employees and other persons acting on the Supplier's behalf do not take illegal actions in order to influence the Customer's decisions or obtain confidential information during the execution of this Agreement.

20.2. The Parties to the Agreement undertake to report acts of a corrupt nature related to the execution of this Agreement in accordance with the procedure established by the law.

21. FINAL PROVISIONS

21.1. This Agreement and all resulting rights and obligations are subject to the law of the Republic of Lithuania and other normative acts. This Agreement is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

21.2. All issues, not discussed in this Agreement, are subject to the law of the Republic of Lithuania.

21.3. The Supplier shall not be entitled to transfer all or part of their rights and obligations under this Agreement to any third Party without the prior written consent of the other Party.

21.4. The parties understand and confirm that the terms of the Agreement and the Annexes to the Agreement are not considered confidential information. The parties shall keep the principles and methods of their contractor's work activities, which they learned during the execution of the Agreement, confidential except for cases where this information is public or must be disclosed in cases established by the law.

21.5. The representative of the Supplier signing this Agreement confirms that he acts within the powers bestowed upon him, which have been bestowed upon him in adherence with the law of the Republic of Lithuania, the Supplier's articles of association and (or) other incorporation documents, decisions of the Supplier's management bodies, and the requirements of the regulations and other legal acts approved by them.

21.6. The representatives of the Parties signing this Agreement confirm that the Agreement was concluded without economic pressure, by free will of the Parties to the Agreement, the representatives of the Parties signing this Agreement have read it, understood its content and consequences, and that the conclusion of this Agreement fully corresponds to the will, intentions and interests of the Parties.

21.7. This Agreement is signed in Lithuanian language in two copies of equal legal power – one for each of the Parties, or signed using a safe e-signature.

21. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

CLIENT:

Public Institution
Innovation Agency

Romualda Stragiene
Director

(signature)

(date)

SUPPLIER:

PENINSULA CORPORATE INNOVATION SL

Simón Lee Hsing
General Manager

(signature)

19/06/2024
(date)

SIMON LEE digitalmente por
LEE (R)
Fecha: 2024.06.19
13:17:17 +02'00'

SIMON LEE digitalmente por
(R: LEE (R)
Fecha: 2024.06.28
13:17:17 +02'00'