

SPECIAL TERMS AND CONDITIONS

Date*	
Agreement No.	
<p>Based on the decision No. 14, issued on 07/06/2024 by the public procurement commission of the public institution CPO LT, legal entity code 302913276, domicile at Ukmergės g. 219- 1, 07152 Vilnius, by which the Supplier's proposal (hereinafter – Proposal), submitted for an open international tender GameTech Accelerator Programme Development Services in Lithuania (procurement number – 703897) (hereinafter – the Procurement) has been acknowledged as the winner, have entered into this Public Procurement-Sale Agreement (hereinafter – the Agreement).</p>	
CLIENT	
Title	VšĮ Inovacijų agentūra
Address	Juozo Balčikonio g. 3, LT-08247 Vilnius
Legal entity code	125447177
VAT code	Ne PVM mokėtojas
Bank account	LT34 7044 0600 0729 1073
Bank, bank code	70440
Phone	0 700 77 055
E-mail	info@inovacijuaagentura.lt
representative	Director Romualda Stragiene
Basis for representation	Statutes of Innovation agency
SUPPLIER	
Title	PENINSULA CORPORATE INNOVATION SL
Address	Plaça Pau Vila 1, 08003 Barcelona
Legal entity code	ESB66585613
VAT code	ESB66585613
Bank account	ES07 0049 3408 7420 1405 6252
Bank, bank code	0049
Phone	+34 647 524 778
Fax	
E-mail	administracion@peninsula.co
representative	Simón Lee Hsing
Basis for representation	Administrator's deed

No./title of the clause of the provision of the Special Terms of the Agreement	Provision of the Special Terms of the Agreement	Reference to the clause/chapter of the General Terms of the Agreement

1. OBJECT OF THE AGREEMENT		
1.1. Service description	Services procured: GameTech Accelerator Programme Implementation Services in Lithuania A detailed description of the Services and other requirements for the Services provided is established in the Annex 1 ‘Technical Specification’ of the Special Terms of the Agreement (hereinafter – Technical Specification) and Annex 2 ‘Proposal’.	4.2., 4.3.
1.2. Information on the project, funded by the EU	EU joint-funded project No. 05-001-01-05-07, title ‘Development of a consistent innovation promotion system’.	
1.3. Additional conditions	N/A	4.5., 6.13.
2. SERVICE PROVISION TERMS		
2.1. Service provision term	The provision of the services under the Agreement can commence since the date the agreement comes into force and must be provided no later than until 31/03/2026 with adherence to the Service provision terms, established in the <i>Technical Specifications</i> .	4.4.
2.2. Service delivery term, when the Services are provided in stages/periods	The services must be provided in stages, indicated in clause 1 of the Technical Specifications.	8.9.
3. AGREEMENT PRICE AND PAYMENT PROCEDURE		
3.1. Pricing applicable to the Agreement	Fixed prices	6.1.
3.2. Initial value of the Agreement	The initial value of the Agreement is Eur 756.309 (seven hundred and fifty-six thousand three hundred and nine euros), value added tax (hereinafter – VAT) not included. In this Agreement, the value of the Initial Agreement is equal to the price of the winning supplier's proposal without VAT, specified for the entire quantity and/or scope of the purchased services, specified in the Agreement.	6.1, 6.2.
3.3. Agreement price	The Agreement price is Eur 756.309 (seven hundred and fifty-six thousand three hundred and nine euros), value added tax (hereinafter – VAT) not included.	6.1., 6.14.-6.16.
3.4. Recalculation of the Agreement price/fees	<u>Agreement price/fees will be recalculated;</u> <u>-based on the general change in the price level;</u> <u>-due to changes in VAT tariff.</u>	6.3., 6.4.


	<p>3.4.1. Throughout the validity of this Agreement, any party to this Agreement has a right to initiate a recalculation (change) of the prices, indicated in the Agreement no later than after 6 (six) months since Days of the conclusion of the Agreement (<i>if a recalculation was already done – since the day of the last recalculation under this clause</i>), if the change in the prices of Consumer goods and services (k), calculated in accordance with sub-clause 3.4.3., exceeds 5 per cent.</p> <p>3.4.2. The Parties must indicate the index value at the beginning of the term and its establishment date, the index value at the end of the term and its establishment date, the price change (k), the recalculated price, and recalculated value of the initial agreement.</p> <p>3.4.3. A new price is calculated according to a formula:</p> $a_1 = a + \left(\frac{k}{100} \times a \right), \text{ where}$ <p>a – price, Eur (VAT not included) (if it was already recalculated – after the last recalculation).</p> <p>a₁ – recalculated (changed) price (Eur, VAT not included)</p> <p>k – Change in the price of Consumer goods and services, calculated according to consumer price index ‘Consumer goods and services’ (an increase or decrease) (%). ‘k’ value is calculated according to a formula:</p> $k = \frac{Ind_{naujausias}}{Ind_{pradžia}} \times 100 - 100, (\%) \text{ where}$ <p>Ind_{latest} – the latest index of consumer goods and services ‘Consumer goods and services’, published on the date of the delivery of the request for a price change to the other party</p> <p>Ind_{start} – ‘Consumer goods and services’ consumer goods and services index of the beginning of the period (month).</p> <p>In case of the first recalculation, the beginning of the period (month) is the Days of the conclusion of the Agreement month. In case of the second and subsequent recalculations, the beginning of the period (month) is the month of the announcement of the index value, used for the last recalculation.</p>	
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	3.4.4. The index values, used for the calculations are rounded to four decimal places. The calculated change (k) is used for further calculations rounded to one decimal place, while the calculated fee 'a' is rounded to two decimals places.	
3.5. Term of settlement with the Supplier	60 c. d.	6.6.
3.6. Settlement with the Supplier (in stages/periodically)	60 c. d. since the date of reception of the invoice, submitted by the Supplier to the Client no later than in 5 working days since the day of signing an appropriate Service transfer-acceptance act in stages, established in <i>clause I of the Technical specifications</i> : 1) upon implementation of clause 1.1; 2) each time upon implementing an individual act of publicity on national and international scale, as established in clause 1.2. (total: 3 publicity events, 3 reports); 3) each case of participation of the GameTech representatives, delegated by the Supplier, in the selection of the Programme participants, executed by the Procuring entity (total: 3 cycles, 3 reports); 4) each time upon implementing an individual Programme cycle, as established in clause 1.4. (total: 3 cycles, 3 reports); 5) each time upon implementing an individual Demo day, as established in clause 1.5. (total: 3 events, 3 reports).	6.7.
3.7. Advance payment	Advance size – 30 per cent of the Initial Value of the Agreement. Advance payment to the supplier – in 60 days since the date of receipt of the advance payment invoice and advance payment refund guarantee (as established in clause 6.12 of the General Terms of the Agreement).	6.10.-6.12.
4. ADDITIONAL AGREEMENT FULFILMENT GUARANTEE		
4.1. No additional means of ensuring the performance of the Agreement are required.		
5. PARTIES' RIGHTS AND OBLIGATIONS		
5.1. Additional rights and obligations of the Client and the Supplier	There are no additional rights and obligations of the Client and the Supplier.	Chapter 5
6. INTELLECTUAL PROPERTY RIGHTS		

6.1. Transfer of the material copyrights to the ownership of the Client	N/A	Chapter 9
7. LIABILITY OF THE PARTIES		
7.1. The Client is subject to late payment penalty in case of delay in payments	The size of the late payment penalty is as established in the General Terms of the Agreement	10.2.
7.2. The Supplier is not subject to any late payment penalties	<p>The Programme must be prepared and coordinated by e-mail with the Client in 2 months since the day the agreement comes into force. Each day of delay is subject to 0.02% interest from the Programme preparation price, indicated in the Supplier's proposal.</p> <p>The first cycle of the Programme must begin no later than in 6 months since the date, when the agreement comes into force, upon coordinating the Programme with the Client. Each day of delay is subject to 0.02% interest from one cycle implementation price, indicated in the Supplier's proposal.</p> <p>If the Supplier delays the implementation of the Demo day of the Programme cycle (hereinafter – Demo day), based on the terms, indicated in the Technical specification, the Supplier will pay a fine of 0.02% from the Demo day price, indicated in the proposal for each day of delay. If the supplier delays the implementation of the Demo day for more than 30 days, the Supplier will be subject to a fine, which equals to 30% of the Demo day organisation and implementation price, indicated in the Supplier's proposal.</p> <p>If the Services are provided by other persons than indicated in the supplier's proposal without coordinating this with the Client in advance, the Supplier will be subject to a fine of Eur 10,000 for each person, whose participation was not coordinated in advance.</p>	10.3.
7.3. Fine, applicable to the Supplier upon termination of the Agreement with no	If the Supplier fails to implement 3 programme cycles, participated by at least 10 startups each throughout the entire term of the Agreement, the	10.5.

fundamental breach of the Agreement	<p>Supplier will be subject to a fine, which equals to 5% of the Procurement agreement price.</p> <p>If the Supplier's acceleration programme is participated by fewer than 30 startups throughout the entire term of the Agreement, the Supplier will be subject to a fine, which equals to 1% of the Agreement value for each startup in shortage.</p> <p>If the Supplier investment throughout the entire agreement term is smaller than the Supplier undertook to invest in the Supplier's proposal, the Supplier will be subject to a fine, which equals to 15% of the Procurement agreement value.</p> <p>If, throughout the entire agreement term, the Supplier invests into a smaller number of Programme participants than undertook to invest in the Proposal, the Supplier will be subject to a fine, which equals to 1% of the value of the Agreement for each Programme participant in shortage.</p>	
7.4. Fine, applicable to the Supplier upon replacement of a Subsupplier with no written permission of the Client	EUR 10,000	14.4.
7.5. Other fines applicable	N/A	
7.6. Application of joint and several liability	The Supplier and economic entities, whose capacity the Supplier relies upon considering the requirements for economic and financial capacity, indicated in the procurement documents, are held jointly and severally liable for the implementation of the agreement.	10.8.
8. AGREEMENT TERM, TERMINATION AND EXTENTION		
8.1. Extension of the Agreement	An extension of the Agreement is expected under the grounds, established in the General Terms of the Agreement.	12.10. or 12.11
8.2. Pricing methods, applicable in case of extension of the Agreement	The Services provided will be remunerated with the price, indicated in the Proposal.	Chapter 12
9. TERMINATION AND AMENDMENT OF THE AGREEMENT		
9.1.	The following breaches, established in the General Terms and Conditions of the Agreement and the	13.2.2.

Fundamental breaches of the Agreement	<p>Civil Code of the Republic of Lithuania are considered to be fundamental breaches of the Agreement:</p> <ul style="list-style-type: none"> • If the Supplier's investment made throughout the agreement term is smaller than indicated in the Supplier's proposal; • If the number of Programme participants that the Supplier invests in throughout the agreement term is smaller than indicated in the Supplier's proposal; • If the number of participants in the Supplier's accelerator programme is fewer than 30 startups throughout the entire agreement term; • If the Supplier fails to implement 3 programme cycles, participated by at least 10 startups each throughout the entire term of the Agreement. 	
9.2. Client's reserved right	N/A	13.2.6.
9.3. Provisions of national security	N/A	
9.4. Application of international sanctions (Article 5 k of the Council Regulation (EU) 2022/576)	The agreement is terminated should it turn out that the supplier complies with at least one of the provisions of the Article 5k of 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 destabilising the situation in Ukraine (applicable while the Regulation is in force).	
10. HIRING AND REPLACEMENT OF SUBSUPPLIERS		
10.1. Economic entities hired for the execution of the Agreement	<p>None</p> <p><i>Or</i></p> <p><i>Subsuppliers, on whose qualifications the Supplier relies upon, other subsuppliers, known at the moment of signing the Agreement, economic entities, on whose capacity the Supplier relies upon, hired for the execution of this Agreement, are indicated in the Annex No. 4 of the Special Terms of the Agreement.</i></p>	Chapter 14
11. ENVIRONMENTAL PROTECTION REQUIREMENTS		
11.1. Environmental protection	Based on clause 4.4.4. of the procedure for the application of environmental protection criteria in	

requirements for services and/or their delivery	the implementation of green procurement (hereinafter – Procedure), certified by the Order D1-508 ‘Regarding the approval of the procedure for the application of environmental protection criteria in the implementation of green procurement’, issued by the Minister of the Environment on 28 June 2011, with application of the environmental principles, established in the sub-clause 4.4.4.3, the following environmental requirements were established: the supplier undertakes to carry out all communication by electronic means and (or) remotely, issue all documents electronically, providing the Client with documents only in electronic form, and also undertakes to refrain from creating sources of pollution, generating waste, or posing health risks.	
12. ANNEXES TO THE SPECIAL TERMS OF THE AGREEMENT		
12.1. Annex No. 1 – Technical Specification 12.2. Annex No. 2 – Proposal 12.3. Annex No. 3 – Responsible Persons 12.4. Annex No. 4 - Economic Entities Hired for the Execution of the Agreement 12.5. Annex No. 5. Evaluation criteria 12.6. Annex No. 6. The list of the specialists		
13. SIGNATURES OF THE PARTIES		
Romualda Stragiene Director _____ (signature)	Simón Lee Hsing General Manager _____ (signature)	

* If this document is signed electronically, the dates of signing and registration of this document are recorded in the metadata of this document.

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