

## SERVICE PURCHASE CONTRACT No. 2024/41-311

18/12/2024  
(date)

**The Bank of Lithuania** (hereinafter – the Customer), represented by Giedrius Ruseckas, Head of the Public Procurement Division of the Corporate Services Department of the Bank of Lithuania, acting on the basis of provisions of subparagraph 19.1 of the Regulations for the Drawing up, Executing, Keeping and Billing of Contracts on Purchase of Goods, Services and Works as well as Other Contracts at the Bank of Lithuania approved by Order No V 2015/(1.7-260603)-02-245 of the Chairman of the Board of the Bank of Lithuania of 22 December 2015, and **Soaring Sentences LTD** (hereinafter – the Supplier) represented by S , acting on the basis of the company's Articles of Association of 5 September 2016, hereinafter collectively referred to as the Parties and individually – the Party, having regard to the results of the low-value procurement of editing services for scientific English papers, conducted by way of undisclosed survey (the contracting entity's certificate No. V2024/(27.3.E-4503)-308.27-148 of 17/12/2024), have concluded this Service Purchase Contract (hereinafter – the Contract).

### SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions of the Contract (hereinafter – the Special Terms and Conditions) shall be interpreted and applied together with the General Terms and Conditions of the Contract (hereinafter – the General Terms and Conditions), which constitute an inseparable part to the Contract.

#### 1. SUBJECT MATTER OF THE CONTRACT

1.1. The Supplier undertakes to provide to the Customer editing services for scientific English papers and other articles (hereinafter – the Services) under the conditions and terms specified in the Contract, and the Sponsor undertakes to accept the properly rendered services and pay for the same in the manner set forth in the Contract.

1.2. The description of the Services provided to the Customer under this Contract, The scope (volume) of the Services and other requirements are set forth in the Technical Specification (attached) that is an inseparable part of the Contract.

1.3. The Services provided under the Contract:

- editing of scientific English papers and other articles;
- coordination of corrections with the authors of articles and proofreading of their final versions;
- editing of LaTeX, Adobe Acrobat, Microsoft Word and Excel files as required;
- quantitative requirement – approximately 8 pages per business day;
- page count – 270 words, excluding numbers and formulas.

1.4. This procurement is considered green in accordance with point 4.4.3 of the Description of the Procedure for the Application of the Environmental Criteria in Green Procurements approved by Order No D1-508 of the Minister for the Environment of the Republic of Lithuania of 28 June 2011, since the procurement is for an intangible (intellectual) or other service not related to the creation of a tangible object, the provision of which does not entail significant adverse effects on the environment, does not create a source of pollution and does not generate waste.

#### 2. CONTRACTUAL OBLIGATIONS OF THE PARTIES

2.1. The Supplier shall start fulfilling the obligations according to the Contract from 17/12/2023.

2.2. The Customer shall submit Service orders to the Supplier by email and indicate deadlines thereof.

2.3. The Supplier undertakes to provide the Services specified in the Contract until the indicated deadlines.

2.4. Upon receipt of an edited paper or article, the Customer undertakes to check it within 5 business days and notify the Supplier on the proper provision of the Services or to submit by email motivated comments on improperly provided Services, by specifying the deficiencies and the deadline for their elimination.

2.5. Other mutual obligations of the Parties to the Contract are specified in the General Terms and Conditions.

### 3. PRICE AND SETTLEMENT PROCEDURE

3.1. The pricing applied to the Contract shall be fixed rate.

3.2. The maximum price of the Contract **shall be €15,000.00** (fifteen thousand) excluding VAT. The Supplier undertakes to provide the Services applying the following rates:

Service name	Unit of measure	Preliminary quantity*	Unit price, excl. VAT, EUR
Editing of scientific English papers and other articles where style editing comprises up to 30% of the entire text (Level 1 Service)	pages	400	12,00
Editing of scientific English papers and other articles where style editing comprises more than 30% of the entire text (Level 2 Service)	pages	400	24,00

\*The Customer does not undertake to purchase the total quantity of the Services specified in the Contract.

The maximum price of the Contract excluding VAT shall correspond to the value of the initial Contract calculated in accordance with the procedure established in the Pricing Rules Determination Methodology approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017. The final price of the Contract shall be calculated according to the quantity of the Services actually and appropriately provided by the Supplier and accepted by the Customer. The Customer retains the right, where applicable, to acquire additionally the services not specified in the list, however, related to the procurement object, without exceeding 10 % of the initial Contract price.

3.3. The Customer shall pay to the Supplier for the properly provided Services no later than within 30 (thirty) calendar days from the receipt of the invoice in the 'SABIS' system (<https://sabis.nbfc.lt>) and by an email address [lb\\_saskaitos@lb.lt](mailto:lb_saskaitos@lb.lt) @lb.lt. The Customer and the Supplier shall each pay all taxes (including VAT) in accordance with respective laws and regulations existing in their own country.

3.4. Any Contracting Party shall have the right to initiate, during the period of validity of the Agreement, a recalculation (change) of the price (prices) of the Agreement specified in the Agreement not more than once within six months of the validity of the Agreement (with the first amendment not earlier than 6 months after the date of entry into force of the Agreement, if the recalculation has already been carried out – from the date of the last recalculation in accordance with this paragraph), if the price change (k) of the index of prices of services provided to economic entities "N82 Administrative activities, servicing activities of institutions and other business enterprises" calculated in accordance with paragraph 3.7 of the Agreement exceeds (decreased) 4 per cent. For the purposes of the recalculation, the Parties shall use the Index Database data published by the State Data Agency on the Official Statistics Portal without requiring the other Party to provide an official document or approval issued by the State Data Agency or other authority.

3.5. The price (fees) of services shall be deemed to be recalculated when the parties sign an agreement on its recalculation, which becomes an integral part of the Agreement. The recalculated price (fees) of the Agreement shall be applied for the part of the Services which is provided after the date of signature of the agreement on the recalculation of the price (rate).

3.6. In the Agreement on the recalculation of the price (rate) of the Agreement, the parties shall indicate the value of the index at the beginning of the period and the date of its establishment, the value of the index at the end of the period and the date of its establishment, the price change (k), the recalculated rates, the recalculated value of the original contract.

3.7. The new contract price(s) shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a\right) \text{ where}$$

a – rate (EUR excluding VAT) (if it has already been recalculated, then after the last recalculation).

a<sub>1</sub> – Recalculated (modified) rate (EUR excluding VAT)

K – The change (increase or decrease) in prices of consumer goods and services calculated on the basis of the price index of economic entities "N82 Administrative activities, servicing activities of institutions and other business enterprises" (published by the State Data Agency at [Rodiklių duomenų bazė - Oficialiosios statistikos portalas](#)). the value of "K" is calculated according to the formula:

$$k = \frac{Ind_{naujasias}}{Ind_{pradzia}} \times 100 - 100(\%) \text{ Where}$$

Ind<sub>naujausias</sub> – the most recent published index of services provided to economic entities “N82 Administrative activities, support activities for institutions and other businesses” is the latest published date of sending a price reset request to the other party;

Ind<sub>pradžia</sub> – the starting point of the IND is the index of services rendered to economic entities at the start date (month) of the period “N82 Administrative activities, servicing activities of institutions and other business enterprises”. In the case of the first conversion, the beginning (month) of the period shall be the month of the date of conclusion of the Agreement. For the second and subsequent recalculations, the beginning (month) of the period shall be the month of the value of the published relevant index used at the time of the last recalculation.

3.8. For calculations, index values shall be taken to four decimal places. The calculated change (k) for further calculations shall be used after rounding up to one decimal place and the calculated rate (price) “a” shall be rounded to two decimal places (indicate the number of digits used to indicate the rates in the contract concluded).

3.9. Upon change of the VAT rate, the Contract price (rates) shall be recalculated in accordance with the procedure established in the General Terms and Conditions. The Contract price (rates) shall not be recalculated due to change in the general price level or other taxes.

#### **4. MATERIAL BREACHES OF THE CONTRACT**

4.1. On agreement of the Parties, the following breaches of the Contract shall be considered to be material:

4.1.1. the Supplier delays the final deadlines for the provision of the Services indicated in paragraph 2.3 of the Special Terms and Conditions by more than 10 calendar days;

4.1.2. the Supplier provides the Services of inappropriate quality that do not meet the requirements established in the Services order or fails to eliminate the deficiencies on their own account at least three times within the time limit set by the Customer;

4.1.3. the Customer delays the payment term specified in paragraph 3.3 of the Special Terms and Conditions by more than 30 (thirty) calendar days;

4.1.4. the Supplier changes the employees (specialists) appointed for the performance of the Contract disregarding the procedure established in the General Terms and Conditions.

#### **5. CONTRACT PERFORMANCE SECURITY**

5.1. Securing the performance of the Contract by a penalty:

5.1.1. If the Supplier fails to provide the Services within the time limit set in the Contract and/or eliminate the deficiencies within the time limit set by the Customer, the Supplier shall pay to the Customer default interest of 0.04 % from the total amount (excluding VAT) of the maximum price of the Contract for each delayed calendar day.

5.1.2. If the Customer delays settlement for the appropriately and timely provided Services, the Customer shall pay to the Supplier default interest of 0.04 % from the overdue amount (excluding VAT) for each delayed calendar day.

5.1.3. If the Supplier terminates the Contract through no fault of the Customer, or if the Customer terminates the Contract due to the Supplier’s material breaches of the Contract, as referred to in Section 4 of the Special Terms and Conditions, or if the Supplier discharges the principal terms specified in the Contract and the Annexes thereto with material and regular shortcomings, the Supplier shall pay to the Customer a fine of EUR 700 (seven hundred euro) within ten calendar days of the date of termination of the Contract or the date of receipt of notification of the Customer of the serious or persistent defects. This penalty shall be deemed to represent the minimum, just, fair and indisputable loss of the Customer.

5.1.4. If the Customer terminates the Contract through no fault of the Supplier or if the Supplier terminates the Contract due to the Customer's material breach of the Contract, as specified in Section 4 of the Special Terms and Conditions, the Customer shall pay to the Supplier a fine of EUR 700 (seven hundred euro) within 10 calendar days from the termination date. The fine shall not be payable if the Contract is terminated by decision of the competent authorities.

5.2. The Customer shall be entitled to unilaterally deduct the contractual penalty (fines, penalties) from any payments made to the Supplier. If the Supplier defaults in providing the Services, or in rectifying the deficiencies in the Services, or if the Supplier is subject to the penalties referred to in these Special Conditions, the Services Transfer-Acceptance Statement shall specify the number of calendar days in default and the amount of the fines/late interest. When paying for the Services, the Customer shall reduce the amount invoiced by the Supplier by the amount of late fines/late interest. Where there are no monies due to the Supplier from which such amounts could be deducted, the Supplier shall pay such amounts to the account of the Customer specified in the Contract no later than 10 (ten) calendar days after the submission

of the Customer's demand for payment of the penalty or the late interest to the person responsible for the performance of the Contract.

## 6. CONTRACT VALIDITY AND OTHER PROVISIONS

6.1. The Contract shall enter into force when the Parties sign the digital version of the Contract with qualified electronic signatures or exchange the signed individual digital copies of the Contract of identical content by email to the contact email addresses, and shall remain effective until the fulfilment of all contractual obligations. The Parties agree that the digital versions of the Contract signed using qualified electronic signatures or the signed individual digital copies of the Contract of identical content exchanged by email shall be treated equally as the Contract signed in writing. If the accepting Party fails to submit a version/copy of the Contract of identical content, it shall be deemed that the Contract has not been concluded.

6.2. The Services under the Contract shall be provided for 12 months or until the maximum price of Contract is reached, whichever comes first.

6.3. Provisions of the General Terms and Conditions on the amendment or termination of the Contract shall apply insofar as the Special Terms and Conditions establish otherwise.

6.4. The Parties shall appoint the following responsible persons:

6.4.1. The Customer's representative responsible for the implementation of the Contract – \_\_\_\_\_, Head of the Publishing and Translation Division of the Corporate Services Department, phone: +370 \_\_\_\_\_, email: \_\_\_\_\_@lb.lt. The Customer's representative shall have the right to sign documents related to the Contract performance, except for documents regarding the amendment or termination of the Contract.

6.4.2. The Supplier's representative responsible for the implementation of the Contract S \_\_\_\_\_, phone: + \_\_\_\_\_, email: \_\_\_\_\_@soaringsentences.com.

6.4.3. The Customer's representative responsible for the publication of the Contract, its amendments and the Supplier's Tender in accordance with the procedure established in the Republic of Lithuania Law on Public Procurement – \_\_\_\_\_, Senior Specialist of the Public Procurement Division, phone: +370 \_\_\_\_\_, email: \_\_\_\_\_@lb.lt.

6.5. The Contract may be amended or terminated in the cases and according to the procedure established in the General Terms and Conditions.

6.6. The Contract has been concluded in the English language in 2 (two) copies of equal legal power.

## 7. ANNEXES TO THE CONTRACT

7.1. The General Terms and Conditions constitute and Technical specification are an inseparable part to the Contract.

## 8. REQUISITES OF THE PARTIES

### CUSTOMER

Bank of Lithuania  
Legal entity code 188607684  
VAT ID No LT886076811  
Gedimino pr. 6, 01103 Vilnius  
Phone: +370 5 268 0029  
Email: [info@lb.lt](mailto:info@lb.lt)  
S/A No LT41 1010 0000 0012 3456  
With the Bank of Lithuania

Giedrius Ruseckas  
Head of the Public Procurement Division  
of the Corporate Services Department

### SUPPLIER

Soaring Sentences LTD  
Tax ID: 515517936  
Nehemia St. 1/6, Efrat 90435,  
Israel Phone + \_\_\_\_\_  
Fax + \_\_\_\_\_  
www.soaringsentences.com \_\_\_\_\_  
[@soaringsentences.com](mailto:info@soaringsentences.com)  
Account \_\_\_\_\_, Swift: \_\_\_\_\_  
IBAN: IL \_\_\_\_\_ Bank  
Mizrachi- Tefachot Ltd, Branch 454

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## TECHNICAL SPECIFICATION

The Bank of Lithuania shall purchase text editing services.

Requirements for the object of purchase:

- Editing of scientific papers in English;
- Coordination of changes to the text with authors and performing the final revision of papers;
- Texts for editing may be supplied in LaTeX, Adobe Acrobat, Microsoft Word or Excel format;
- The average editing volume shall be 8 pages per day;
- 1 page shall be 270 words, excl. numbers and formulas.

The duration of the provision of services shall be 12 months from the date of entry into effect of the contract.

The maximum price of the contract shall be €15,000.00 excluding VAT, €18,150.00 including VAT (as the Supplier is a foreign legal entity, the VAT shall be calculated and paid to the budget of the Republic of Lithuania by the Contracting Authority).

The pricing applied to the Contract shall be fixed rate (excluding VAT).

The Supplier undertakes to provide the services at the following rates per 1 page (1 page shall be 270 words, excluding numbers and formulas):

Service name	Preliminary quantity (pages)*	Price per 1 page, excl. VAT, EUR
Editing of scientific papers and other articles in English where style editing comprises up to 30% of the entire text (Level 1 Service)	400	12,00
Editing of scientific papers and other articles in English where style editing comprises 30% or more of the entire text (Level 2 Service)	400	24,00

\*The indicated amount is preliminary; the Contracting Authority does not undertake to purchase the entire amount of the services.

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**SERVICES PROCUREMENT CONTRACT NO. 2024/41-311**  
**GENERAL TERMS AND CONDITIONS**

**1. TERMS AND GENERAL PROVISIONS**

1.1. Terms used in the general terms and conditions (hereinafter – the General Terms and Conditions) of the services procurement contract (hereinafter – the Contract):

1.1.1. General Terms and Conditions means the terms and conditions of the Contract constituting an inseparable part thereof;

1.1.2. Tender means a set of documents necessary for the provision of services according to the Contract submitted by the Supplier to the Contracting Authority who conducts public procurement procedures;

1.1.3. Services means the services or any assignments performed according to the Contract, as well as works related to the provision of services established in the Contract or delivery and/or installation of certain goods;

1.1.4. Service Delivery and Acceptance Certificate means the Contract performance document signed by the Parties in confirmation of the fact of full or partial performance of the Services and their delivery to the Contracting Authority;

1.1.5. Procurement Documents means documents submitted or specified by the Contracting Authority which describe or establish the components of the procurement or its procedure: the procurement notice, the prior information notice used as a means of invitation to participate in the procurement, the Technical Specification, the descriptive document, the draft public purchase and sale contract, the procedure of submission of documents of public procurement candidates and participants, information about the requirements applied during the procurement and/or other documents, their explanations (clarifications);

1.1.6. VAT means the value added tax, the rate of which is fixed in the Republic of Lithuania Law on Value Added Tax;

1.1.7. Invoice means a VAT invoice issued and electronically submitted by the Supplier for the services or any parts thereof, if such parts are established in the Contract, performed and transferred in an appropriate, qualitative and timely manner and accepted by the Contracting Authority, any other invoice and payment document (where the Supplier is not a VAT payer), via the information system SABIS (accessible at: <https://sabis.nbfc.lt>).

1.1.8. Special Terms and Conditions means an inseparable part of the Contract describing the subject matter of the Contract, the scope, price and rates (if applicable) of the Services, the deadlines for the provision of Services and other terms and conditions of performance of the Contract;

1.1.9. Sub-supplier means a third party involved by the Supplier for the performance of the Procurement Contract whose qualification is not relied on by the Supplier to meet the qualification requirements and/or a third party involved by the Supplier for the performance of the Procurement Contract whose qualification is relied on by the Supplier to meet the qualification requirements;

1.1.10. Contract means the contract for the paid services concluded between the Contracting Authority and the Supplier, comprising the Special Terms and Conditions, the General Terms and Conditions, the Technical Specification, the Procurement Documents and other enclosed documents that constitute an inseparable part of the Contract;

1.1.11. Contract price means the total amount of money received by the Supplier under the Contract for the Services specified in the Contract. The Contract price shall include all taxes and other costs incurred by the Supplier in relation to the performance of the Contract;

1.1.12. Contract pricing means the Contract price calculation method according to the Pricing Rules Determination Methodology approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 on the Approval of the pricing rules determination methodology;

1.1.13. Technical Specification means a document establishing the requirements for the Services;

1.1.14. Supplier means an economic entity – a natural person, a private or public legal person, any other organisation or their subdivision, or a group of such persons, including temporary associations of such economic entities providing the Services specified in the Special Terms and Conditions;

1.1.15. Contracting Authority means Lietuvos bankas, legal entity code 188607684, VAT payer code LT886076811, Gedimino pr. 6, 01103 Vilnius, Republic of Lithuania.

1.2. For the purposes of the Contract, the Contracting Authority and the Supplier collectively may be referred to as the Parties and individually – as the Party.

1.3. Where the context of the Contract so requires, words in a singular form may have the meaning of plural and vice versa.

1.4. The duration and other time limits of the Contract shall be calculated in calendar days, unless the Contract explicitly specifies otherwise.

1.5. The Contract is an integral and indivisible document. For the purposes of interpretation and application of the Contract the following order of priority of the Contract documents is established: (I) the Special Terms and Conditions; (II) the Technical Specification (including explanations and clarifications made by the Contracting Authority during the public procurement procedure); (III) the General Terms and Conditions; (IV) the Procurement Documents; and (V) the Tender.

1.6. If there are any discrepancies or inconsistencies between the documents specified in paragraph 1.5 of the General Terms and Conditions, the documents shall be applied according to the specified order of their priority.

**2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

2.1. The Parties represent and warrant to each other that:

2.1.1. they are properly incorporated and lawfully operating according to requirements of legal acts of their home country;

2.1.2. they have carried out all legal actions necessary for the proper conclusion and validity of the Contract;

2.1.3. the Party's representatives who signed the Contract have been duly authorised to sign it, the data of the Parties and/or of their representatives necessary for the proper conclusion of the Contract do not constitute confidential information;

2.1.4. the Contract is a valid, legal and binding obligation of the Party, the fulfilment of which may be claimed under the terms and conditions of the Contract;

2.1.5. the terms and conditions of the Contract are clear to the Parties and enforceable;

2.1.6. the conclusion of the Contract and the fulfilment of the obligations assumed by the Contracting Authority or the Supplier under the Contract do not infringe provisions of (I) any decision, order, decree or regulation of a court,

arbitral tribunal, state or municipal body applicable to the Parties; (II) any agreement or other transaction to which the respective Party is a party, or (III) any law or other regulatory enactment applicable to the Parties;

2.1.7. the Parties are solvent, their activities are not restricted, no restructuring or liquidation proceedings are pending against the Parties, they have not suspended or limited their activities and no bankruptcy proceedings have been initiated against them.

2.2. The Supplier hereby confirms that they:

2.2.1. have all statutory permits, licences, employees, and organisational and technical tools necessary for the provision of the Services;

2.2.2. have included in the Tender price all costs necessary for the provision of the Services under the Contract and assume the risk that the Supplier's costs related to the performance of the Contract may increase and/or Contract performance may become more difficult for the Supplier due to circumstances that are out of the Contracting Authority's control;

2.2.3. got familiarised with all internal legal acts of the Contracting Authority relevant for the proper fulfilment of the Supplier's obligations or undertake to get familiarised with them and implement them in a proper manner.

2.3. The Contracting Authority hereby confirms that:

2.3.1. all public procurement procedures necessary for the conclusion of the Contract were carried out;

2.3.2. they will accept the Services of good quality provided under the Contract and pay for them according to the procedure established in the Contract.

2.4. If it transpires that the acknowledgements and/or representations of the Parties specified in the Contract are false and/or wrong, the Party shall have to indemnify to the other Party the losses incurred by the latter as a result of such false and/or wrong acknowledgement and/or representation.

### **3. SUBJECT MATTER OF THE CONTRACT**

3.1. According to the terms, conditions and procedure established in the Contract the Supplier undertakes, at its own risk and using its own means and materials, to provide the Services indicated in the Special Terms and Conditions and to transfer to the Contracting Authority the result of such Services; the Contracting Authority undertakes to accept the appropriately provided Services by signing the Service Delivery and Acceptance Certificate (unless the Special Terms and Conditions establish otherwise) and to pay for them according to the procedure established in the Contract.

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

4.1. The Contracting Authority hereby undertakes:

4.1.1. during the performance of the Contract, to cooperate with the Supplier and provide the Supplier with information reasonably required for the performance of the Contract;

4.1.2. to appoint persons responsible for the performance of the Contract, for the publication of the Contract and its amendments (if any) in observance of the Republic of Lithuania Law on Public Procurement (hereinafter – the Law on Public Procurement);

4.1.3. when the Supplier properly fulfils contractual obligations, to accept the provided Services by signing the Service Delivery and Acceptance Certificate (unless the Special Terms and Conditions provide otherwise);

4.1.4. to pay for the provided Services accepted by the Contracting Authority the price fixed in the Special Terms and Conditions or at the rates specified in the Special Terms and Conditions;

4.1.5. to grant the Supplier the necessary powers to act on behalf of the Contracting Authority, where such powers are reasonably necessary for the provision of the Services;

4.1.6. to properly fulfil other obligations provided for in the Contract and legal acts.

4.2. The Contracting Authority shall have the right:

4.2.1. to require that the Supplier properly and timely fulfils all obligations provided for in the Contract and legal acts;

4.2.2. to monitor the quality of provision of the Services and to conduct, without a separate notice, any checks of performance of the Contract necessary for the Contracting Authority;

4.2.3. to require, in accordance with the procedure established in the Contract, that the Supplier replaces the employee and/or sub-supplier or the sub-supplier's employee directly providing the Services specified in the Contract, when the person appointed for the performance of the Contract improperly performs the Contract or breaches the duties specified therein;

4.2.4. where any shortcomings occur in the performance of the Services provided by the Supplier and in the fulfilment of contractual obligations, to demand that the Supplier rectifies them and/or suspend payment under the Contract until the Supplier appropriately and completely eliminates (rectifies) the identified shortcomings (defects);

4.2.5. to rectify, at its own initiative, the shortcomings that have not been timely rectified by the Supplier and to require that the Supplier indemnifies incurred costs of rectification of the shortcomings and other losses of the Contracting Authority that exceed the above referred costs;

4.2.6. to deduct penalties and reasonable losses incurred through the fault of the Supplier from the amounts payable to the Supplier, specifying this in the Service Delivery and Acceptance Certificate.

4.3. The Supplier hereby undertakes:

4.3.1. to provide the Services at its own risk and at its own expense with maximum diligence and effectiveness, according to the generally accepted best professional and technical standards and practices, using all required skills and know-how;

4.3.2. to provide the Services in a timely manner within the deadline set in the Special Terms and Conditions;

4.3.3. to ensure that at the time of conclusion of the Contract and throughout its validity period the Services are provided to the Contracting Authority by the Supplier's employees or by the sub-supplier and the sub-supplier's employees (where, in the cases indicated in the Contract, the Supplier has involved a sub-supplier) possessing the required qualifications and experience in compliance with requirements established in the Procurement Documents and legal acts; to ensure compliance of the Supplier's qualifications with the requirements of the Procurement Documents throughout the validity period of the Contract;

4.3.4. to immediately notify the Contracting Authority in writing about any circumstances which hinder or are likely to hinder the provision of the Services by the Supplier according to the deadlines and procedure specified in the Contract. Such notification shall not cancel the Contracting Authority's right to apply penalties under the Contract if the Services are not provided in due time;

4.3.5. to cooperate with and consult the Contracting Authority on all matters pertaining to the performance and implementation of the Contract;

4.3.6. unless the Special Terms and Conditions establish otherwise, to provide information and/or a report on the progress of performance of the Contract within 5 (five) calendar days from the day of receipt of the Contracting Authority's request;

4.3.7. to take into account the comments received from the Contracting Authority during the performance of the Contract regarding the quality of provision of the Services;

4.3.8. to hold the Contracting Authority harmless, at the expense of the Supplier, from any claims or losses arising from acts or negligence of the Supplier or persons for whom the Supplier is responsible when performing the Contract and to indemnify losses caused to the Contracting Authority and/or third parties due to such negligence, as well as due to infringement of any legal acts or of any rights of other persons;

4.3.9. to ensure the fulfilment of requirements of legal acts regulating occupational safety, environmental protection and other legal acts applicable when providing the Services;

4.3.10. where any danger of an incident and/or accident arises, to immediately take all preventive measures and carry out or refrain from any actions in order to avoid such incidents and if they occur – in order to avoid or reduce their consequences to the extent possible (in all specified cases the Supplier must clarify the circumstances of the incident and immediately, but without infringing requirements of legal acts, eliminate the resulting consequences and notify the Contracting Authority thereof);

4.3.11. where as part of the provision of the Services specified in the Contract it is necessary to deliver and/or install equipment which is subject to specific conditions of use (operation) or maintenance – to instruct and/or train the persons appointed by the Contracting Authority to work with such equipment and to present the instructions or operating conditions of such equipment before the signing of the Service Delivery and Acceptance Certificate (if applicable);

4.3.12. to rectify, at its own expense, the shortcomings in the provision of the Services identified by the Contracting Authority within the time limit set thereby;

4.3.13. to avoid using the Contracting Authority's trademark, brand name or any other intellectual property objects in any advertising, publications, etc. without a prior written consent of the Contracting Authority;

4.3.14. to properly fulfil other obligations provided for in the Contract and legal acts.

4.4. The Supplier shall have the right:

4.4.1. to require that the Contracting Authority submits documents or other information necessary for the proper implementation of the Contract;

4.4.2. to require that the Contracting Authority accepts the provided Services of good quality in compliance with requirements of the Contract and legal acts, and pays for them in accordance with the procedure set forth in the Contract;

4.4.3. to require that the Contracting Authority appropriately and timely fulfils other obligations specified in the Contract and legal acts;

4.4.4. to exercise other rights established in the Contract and legal acts of the Republic of Lithuania.

## **5. DELIVERY OF THINGS OR GOODS RELATED TO THE PERFORMANCE OF THE SERVICES**

5.1. Where during the provision of the Services the Supplier must take certain things of the Contracting Authority and, after having provided the Services, return them to the Contracting Authority, or where for the purpose of the provision of the Services the Contracting Authority supplies the Supplier with any movable things owned by the Contracting Authority, the following rules shall apply, without prejudice to other provisions of the Contract:

5.1.1. such things shall be transferred by the Contracting Authority to the Supplier at a place in the Republic of Lithuania indicated by the Contracting Authority in writing or by email;

5.1.2. within the deadlines established in the Contract, the Supplier shall return to the Contracting Authority the transferred things to the place of delivery in the Republic of Lithuania indicated by the Contracting Authority in writing or by email;

5.1.3. such transfer of the Contracting Authority's things shall not grant the Supplier any rights to manage, use or dispose of such things, except for the rights that are necessary for the fulfilment of the Supplier's obligations under the Contract.

5.2. Where the Contract establishes that when providing the Services the Supplier must also supply certain goods to the Contracting Authority, all provisions of the Contract regarding the procedure of delivery and acceptance of the result of the Services *mutatis mutandis* shall apply to such supply of goods.

5.3. Where during the provision of the Services specified in the Contract the Supplier must deliver goods to the Contracting Authority, all goods supplied to the Contracting Authority shall be delivered, unloaded and transferred by the Supplier at the address indicated in the Special Terms and Conditions or in a separate written notice of the Contracting Authority. The Supplier must estimate and include in the Tender price all services of preparation of goods for use (erection, putting into operation, testing, calibrating, programming, assembly and installation) and other services without which the Contracting Authority would be unable to use the goods for their direct purpose. These costs shall not be separately paid to the Supplier.

## **6. TRANSFER AND ACCEPTANCE OF THE RESULT OF THE SERVICES**

6.1. The result of provision of the Services shall be transferred by signing the Service Delivery and Acceptance Certificate by the Parties to the Contract, unless the Special Terms and Conditions establish a different procedure for the transfer of results of the Services. Where the Special Terms and Conditions establish that the result of provision of the Services shall be transferred without signing the Service Delivery and Acceptance Certificate by the Parties, the provisions of the General Terms and Conditions regarding the conclusion of the Service Delivery and Acceptance Certificate shall apply *mutatis mutandis*.

6.2. In observance of the Special Terms and Conditions, the Service Delivery and Acceptance Certificate shall be signed either after having provided a certain part of the Services (for each part separately) or after having provided all the Services specified in the Contract. The Supplier, having fulfilled the obligations specified in the Contract, shall apply to the Contracting Authority for the transfer of the result of the Services to the Contracting Authority and for the signing of the Service Delivery and Acceptance Certificate.

6.3. The Contracting Authority must accept the Services provided appropriately and according to the terms and conditions of the Contract within the time limit established in the Special Terms and Conditions from the date of the

Supplier's application for the signing of the Service Delivery and Acceptance Certificate. Where the time limit of acceptance of the Services is not indicated in the Special Terms and Conditions of the Contract, the Contracting Authority must accept the appropriately provided Services within 5 (five) business days from the date of the Supplier's application.

6.4. Where during the provision and/or delivery-acceptance of the Services it is established that the Services were provided inappropriately and their result does not comply with the requirements established in the Contract, the Contracting Authority shall have the right to refuse signing the Service Delivery and Acceptance Certificate stating in writing the reasons for such decision and, if possible, measures to be taken by the Supplier for the purpose of ensuring that the quality of the Services meets the requirements of the Contract and that the Service Delivery and Acceptance Certificate is signed.

6.5. If the Contracting Authority refuses signing the Service Delivery and Acceptance Certificate and notifies the Supplier that all or any part of the Services do not meet the requirements of the Contract, the Supplier shall rectify the specified infringements (inconsistencies) of the performance of the Contract at their own expense and within the time limit set by the Contracting Authority.

6.6. The Supplier warrants that at the time of signing the Service Delivery and Acceptance Certificate the created result shall meet the requirements of the Procurement Documents, the Tender and the Contract, and the requirements established by legal acts of the Republic of Lithuania and the provided Services shall be of good quality and free from any errors that could eliminate or reduce the value of the Services.

6.7. The Supplier shall be liable for any non-conformity of the result created by the provided Services existing at the moment of transfer of the Services to the Contracting Authority with the quality requirements, even if such non-conformity transpires later. Any identified reasonable shortcomings of already accepted Services which the Contracting Authority did not notice when accepting the Services must be notified by the Contracting Authority to the Supplier within 15 (fifteen) calendar days from noticing such shortcomings. Having received the notification about the shortcomings the Supplier must rectify them within the reasonable time limit set by the Contracting Authority. If the Supplier fails to eliminate the shortcomings of the Services notified by the Contracting Authority within the set reasonable time limit, the Supplier must indemnify to the Contracting Authority the losses incurred by the latter due to the rectification of such shortcomings by the Contracting Authority itself or by involving third parties.

6.8. If the Supplier fails to eliminate the non-conformities with requirements of the Contract indicated by the Contracting Authority, the Contracting Authority shall not accept the Services and shall notify the Supplier thereof. Moreover, in such case, the Contracting Authority shall acquire the right to invoke all remedies to protect their rights, including termination of the Contract and/or application of the Contract performance securities and recovery of losses which exceed the Contract performance security.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. The Supplier guarantees the indemnification of losses to the Contracting Authority resulting from violations by the Supplier during the performance of the Contract of any requirements, copyrights, patents, licences, drawings, models, names of services (goods) or marks of services (goods) or other intellectual property rights.

7.2. All results created when performing the Contract and acquired rights related to them, including copyrights and other intellectual property rights, from the signing of the Service Delivery and Acceptance Certificate shall belong to the Contracting Authority (unless the Special Terms and Conditions establish otherwise) and may be used, published, disposed or transferred by the Contracting Authority to third parties without a separate consent of the Supplier.

7.3. The Contracting Authority shall have the right to use, without any additional payment, the objects of copyrights or other intellectual property rights created according to the Contract both in Lithuania and abroad. The economic rights of authors to the objects of copyrights created during the provision of the Services shall be transferred to the Contracting Authority for the whole period of validity of the economic rights of authors or other intellectual property rights established by legal acts.

## **8. CONTRACT PRICE AND SETTLEMENT**

8.1. The Contract price and the Contract pricing rules shall be established in the Special Terms and Conditions.

8.2. The Supplier must include in the Contract price all costs related to the provision of the Services, including:

8.2.1. the costs of self-supply with materials or tools necessary for provision of the Services;

8.2.2. the costs of transport;

8.2.3. the costs of wage and/or remuneration to sub-suppliers;

8.2.4. all costs related to the preparation, translation (if necessary) and submission of documents indicated in the Technical Specification and the Contract;

8.2.5. the costs of training and consulting of the Customer's employees indicated in the Special Terms and Conditions or the Technical Specification;

8.2.6. the costs of the Services provided during the after-sales or after-sales maintenance period established in the Special Terms and Conditions or the Technical Specification;

8.2.7. the costs of the electronic service 'E-invoice';

8.2.8. the costs provided for in paragraphs 5.1-5.3 of the General Terms and Conditions;

8.2.9. other costs and taxes related to the provision of the Services and fulfilment of other obligations specified in the Contract.

8.3. The Supplier shall submit all Invoices under the Contract to the Contracting Authority using the website of the electronic service SABIS (accessible at: <https://sabis.nbfc.lt>), excluding the cases established by laws and the Special Terms and Conditions. The Supplier may submit the Service Delivery and Acceptance Certificate or other additional documents together with the Invoice. The VAT invoice issued by the Supplier must meet the requirements of legal acts. The Supplier's VAT identification number, the Contract number, the number and date of the signed Service Delivery and Acceptance Certificate must also be indicated in the Invoice issued by the Supplier.

8.4. The Supplier shall have no right to require indemnification of any costs above the Contract price. The Contract price and/or the Service rates indicated in the Contract may be changed only according to the rules established in the Special Terms and Conditions, where such a possibility has been envisaged.

8.5. Upon change of the amount of VAT, the recalculation of the price shall be documented by a written agreement of the Parties which shall become an inseparable part of the Contract.

8.6. The fixed price or the fixed rate shall be recalculated without changing the fixed price or the fixed rate, excluding VAT, and recalculating respectively only the VAT part. The recalculated fixed price or the fixed rate, including VAT, shall apply only to the quantity of services and/or goods not purchased under the Contract.

8.7. All payments under the Contract shall be made in euro by bank transfer to the account indicated by the Supplier.

8.8. The amount paid by the Contracting Authority to the Supplier for the Services shall be without VAT, and VAT shall be paid by the Contracting Authority into the budget of the Republic of Lithuania in accordance with the procedure established by the legal acts of the Republic of Lithuania (this condition shall apply when the Supplier is a foreign natural or legal person).

8.9. If the Supplier does not submit a residence certificate or any other certificate provided for by the legal acts of the Republic of Lithuania, the amount paid to the Supplier shall be taxed in accordance with the procedure established by the laws of the Republic of Lithuania (this condition shall apply when the Supplier is a natural or legal person of a foreign country that has signed with the Republic of Lithuania an international agreement and laws of the Republic of Lithuania establish (or will establish) the procedure of taxation of amounts paid to suppliers of the foreign country). The income tax shall not be withheld if the Supplier submits to the Contracting Authority together with the invoice the residence certificate or any other certificate provided for by the legal acts of the Republic of Lithuania. If the Supplier does not submit the residence certificate together with the invoice, the income tax will be withheld from the amounts payable to the Supplier in accordance with the procedure established by laws of the Republic of Lithuania).

## **9. CONDITIONS OF REPLACEMENT AND/OR INVOLVEMENT OF EMPLOYEES (SPECIALISTS) APPOINTED FOR THE PERFORMANCE OF THE CONTRACT**

9.1. The replacement or the appointment of a new employee (specialist) of the Supplier or sub-supplier (if any) appointed for the performance of the Contract shall be possible only when one of the following reasons exists:

9.1.1. when the Contracting Authority is reasonably dissatisfied with the employee (specialist) appointed by the Supplier or sub-supplier for the performance of the Contract or with their competence, the Contracting Authority has the right to require in writing that the Supplier replaces such employee, stating the reasons for such requirement;

9.1.2. in the case of the loss of working capacity of the employee (specialist), termination of the employment contract or any other objective reasons which must be substantiated by the Supplier.

9.2. The Supplier, having received the Contracting Authority's request indicated in subparagraph 9.1.1 of the General Terms and Conditions, must, within a reasonable time limit, but no later than within 10 (ten) calendar days, appoint another employee (specialist) or ensure that the sub-supplier appoints another employee (specialist) who meets the qualification requirements specified in the Procurement Documents, where such requirements were established for the employee (specialist) performing the Contract. Before appointing a new employee (specialist), the Supplier must inform about them the Contracting Authority and submit the documents demonstrating the qualifications of the new employee (specialist). Upon the Contracting Authority's consent, the Parties shall conclude a written agreement on the replacement of the employee (specialist). Such agreement shall constitute an inseparable part of the Contract.

9.3. In the case referred to in subparagraph 9.1.2 of the General Terms and Conditions, the Supplier shall inform the Contracting Authority in writing at least 3 (three) business days in advance and obtain a written consent of the Contracting Authority. Where the Procurement Documents establish qualification requirements for the employee (specialist) performing the Contract, the new (replacing) employee (specialist) must comply with all established qualification requirements. The Supplier must submit to the Contracting Authority documents demonstrating eligibility. Upon consent of the Contracting Authority, the Parties shall conclude a written agreement on the replacement of the employee (specialist) or the involvement of a new employee (specialist). Such agreement shall constitute an inseparable part of the Contract.

## **10. CONDITIONS OF CHANGE AND INVOLVEMENT OF SUB-SUPPLIERS**

10.1. The Supplier shall be responsible for all obligations assumed under the Contract irrespective of the involvement of any sub-suppliers for their fulfilment.

10.2. Before starting to perform the Contract, the Supplier undertakes to inform the Contracting Authority about the name, contact details and representatives of the sub-supplier known at that time. During the entire validity period of the Contract, the Supplier must keep the Contracting Authority informed about any changes in such information in accordance with the procedure and time limits established in the Contract, as well as about a new sub-supplier if the Supplier intends to involve one for the performance of the Services envisaged under the Contract.

10.3. The Supplier may not change without the Contracting Authority's consent the sub-supplier specified in the Tender (Annex 3 to the Special Terms and Conditions) or the sub-supplier whose appointment was notified to the Contracting Authority before the start of performance of the Contract (paragraph 10.2 of the General Terms and Conditions).

10.4. On the initiative of the Supplier, a sub-supplier may be changed in the following cases:

10.4.1. when the Supplier's sub-supplier goes bankrupt or is being liquidated;

10.4.2. when due to objective reasons (termination of legal relationships with the Supplier, refusal of the sub-supplier to provide the Services) the Supplier's sub-supplier is not capable of providing all or part of the Services specified in the Contract;

10.4.3. in the cases specified in the Law on Public Procurement.

10.5. For the purpose of changing or involving a sub-supplier, the Supplier shall notify the Contracting Authority in writing about the reasons demonstrating the need for changing or involving the sub-supplier, provide information about the new proposed or involved sub-supplier and obtain a written consent of the Contracting Authority for the change of the sub-supplier or for the appointment of the new sub-supplier.

10.6. Where the Contracting Authority is reasonably dissatisfied with the sub-supplier appointed for performance of the Contract or with the sub-supplier's competence, the Contracting Authority shall have the right to require in writing that the Supplier changes such sub-supplier stating the reasons for such requirement. Having received the Contracting Authority's request to change the Supplier's sub-supplier, the Supplier must, within a reasonable time limit, but no later than within 10 (ten) days, propose another sub-supplier for the performance of the Contract and obtain the Contracting Authority's consent.

10.7. In the event that the Supplier, wishing to obtain the consent of the Contracting Authority specified in paragraph 10.5 or 10.6 of the General Terms and Conditions, relied on the sub-supplier's capacities in the Tender, he

must submit to the Contracting Authority the documents certifying the newly proposed sub-supplier's compliance with the qualification requirements.

10.8. When the Contracting Authority agrees with the change of the sub-supplier or with the involvement of a new sub-supplier, the Parties shall conclude a written agreement on the change of the sub-supplier or on the involvement of a new sub-supplier. Such agreement shall become an inseparable part of the Contract.

10.9. The Contracting Authority may settle with the sub-supplier directly, where the Special Terms and Conditions so provide. The conditions and procedure of the direct settlement shall be defined in a trilateral agreement signed by the Contracting Authority, the Supplier and the sub-supplier.

## **11. SECURITY OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS**

11.1. The manner and amount of security of performance of the Supplier's contractual obligations (hereinafter – the Contract performance security) shall be established in the Special Terms and Conditions.

11.2. Where the performance of the Supplier's contractual obligations is secured by a bank guarantee or a surety bond of an insurance undertaking:

11.2.1. the duration of validity of the bank guarantee or the surety bond of an insurance undertaking may not be shorter than the duration of validity of the Contract. Where the time limit of the performance of the Supplier's contractual obligations is extended, the time limit of validity of the bank guarantee or the surety bond of an insurance undertaking shall also be extended respectively. The Supplier shall ensure that the extension of the time limit of the bank guarantee or the surety bond of an insurance undertaking does not lead to any period during which the performance of the Supplier's obligations would not be secured;

11.2.2. the Contracting Authority must submit to the Supplier the bank guarantee or the surety bond of an insurance undertaking within 5 (five) business days from the signing of the Contract, unless the Special Terms and Conditions provide otherwise;

11.2.3. the bank guarantee or the surety bond of an insurance undertaking shall be returned to the Supplier no later than within 10 (ten) calendar days from the signing of the Service Delivery and Acceptance Certificate, having obtained a written request of the Supplier, unless the Special Terms and Conditions provide otherwise.

11.3. Where the performance of the contractual obligations of the Parties is secured by a penalty:

11.3.1. if the Supplier fails to provide the Services within the time limit set in the Contract and/or to rectify the shortcomings of the Services within the time limit set by the Contracting Authority, the Supplier shall pay to the Contracting Authority default interest of 0.04% on the total amount of the Contract (including VAT) for each day of delay, unless the Special Terms and Conditions provide otherwise;

11.3.2. if the Contracting Authority delays the settlement for the appropriately and timely provided Services, the Contracting Authority shall pay to the Supplier default interest of 0.04% on the overdue amount (including VAT) for each day of delay, unless the Special Terms and Conditions provide otherwise.

## **12. LIABILITY OF THE PARTIES**

12.1. Liability of the Parties shall be determined in observance of legal acts of the Republic of Lithuania and the Contract. The Parties undertake to properly fulfil all terms and conditions of the Contract and refrain from any actions by which they can cause damage to each other or impede the performance of obligations assumed by the other Party.

12.2. The use of the Contract performance security and/or the payment of penalty (fines, default interest) shall not exempt the Parties from due performance of obligations under the Contract.

12.3. The Contracting Authority shall have the right to unilaterally deduct the penalty (fines, default interest) from any payments made to the Supplier.

## **13. FORCE MAJEURE**

13.1. The Party shall be exempted from liability for the non-performance of the Contract if it proves that the Contract was not performed due to circumstances which the Party could not control and reasonably foresee at the time of conclusion of the Contract and could not preclude the occurrence of such circumstances or consequences thereof (force majeure).

13.2. Force majeure circumstances are specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for Exemption from Liability upon Occurrence of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 on the approval of the rules for exemption from liability upon occurrence of force majeure. When determining force majeure circumstances, the Parties shall act in observance of Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 on the approval of the description of the procedure for issuing certificates to evidence force majeure.

13.3. The Party unable to perform its obligations under the Contract due to the impact of force majeure must notify the other Party thereof in writing within 10 (ten) days from the beginning of such circumstances or within another time limit agreed by the Parties under the Special Terms and Conditions.

13.4. When force majeure circumstances cease, the Parties shall continue fulfilling their obligations provided for in the Contract, unless they have agreed otherwise.

13.5. Where force majeure and consequences thereof persist for more than 3 (three) months each Party shall have the right to refuse performing its obligations and to terminate the Contract.

## **14. CONTRACT VALIDITY, AMENDMENT, SUSPENSION AND TERMINATION**

14.1. The Contract shall enter into force from the date of its signing and submission of the Supplier's Contract performance security to the Contracting Authority (where the Special Terms and Conditions so provide) and shall remain effective until the full performance of the obligations. The time limit of provision of the Services may not be longer than established in the Special Terms and Conditions.

14.2. During the term of validity of the Contract its terms and conditions may be amended in the cases specified in Article 89 of the Law on Public Procurement and the Contract.

14.3. Amendments to the Contract shall be valid only if they are executed by a written agreement of the Parties to the Contract. Agreements of the Parties on amendments to the Contract shall become an inseparable part thereto.

14.4. The performance of the Contract shall be suspended in the following cases:

14.4.1. in the event of the circumstances referred to in Chapter 13 "Force Majeure" – the time limits of the performance of the Contract shall be suspended from the moment of occurrence of an obstacle or, if it has not been notified in a timely manner, from the moment of notification and they shall be resumed from the moment that the aforementioned circumstances do not hinder the performance of the Contract;

14.4.2. in other cases referred to in the Special Terms and Conditions of the Contract.

14.5. If the time limits for the fulfilment of the obligations provided for in the Contract were suspended on the grounds established in the Contract, they shall be resumed after the expiration of the circumstances that caused the suspension having regard to the capacity of the Parties to continue the performance of the Contract and, if the performance of the Contract was suspended for a period exceeding 3 (three) months, the wish of the other Party to obtain the results of activity regardless of the delay. After the performance of the Contract has been resumed, the outstanding obligations must be fulfilled within the time remaining for the performance of obligations (validity of the Contract) at the time of suspension thereof.

14.6. The Contract may be terminated by:

14.6.1. a written agreement of both Parties;

14.6.2. a unilateral decision of the Contracting Authority. Without prejudice to other remedies for the breach of the Contract, the Contracting Authority shall have the right, without going to the court, to unilaterally terminate the Contract, notifying the Supplier in writing 15 (fifteen) calendar days in advance (unless the Special Terms and Conditions establish a different time limit) in the following cases:

14.6.2.1. the Supplier fails to provide all or part of the Services within the time limit specified in the Contract;

14.6.2.2. the Contract has been amended in violation of Article 89 of the Law on Public Procurement or the conditions of amendment of the Contract provided for herein;

14.6.2.3. it transpires that the Supplier who was awarded the Contract had to be excluded from the procurement procedure in accordance with Article 46(1) of the Law on Public Procurement or that the Supplier poses a threat to national security, as provided for in Article 37(9) of the Law on Public Procurement or, if the Contracting Authority establishes the involvement of the persons or entities specified in Article 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended by Council Regulation (EU) No. 2022/576 of 8 April 2022;

14.6.2.4. it transpires that the Supplier who was awarded the Contract had to be excluded from the procurement procedure within the meaning of Article 46(1) of the Law on Public Procurement or that the Supplier poses a threat to national security;

14.6.2.5. it transpires that the Contract should not have been concluded with the Supplier because the Court of Justice of the European Union in the proceedings according to Article 258 of the Treaty on the Functioning of the European Union has recognised that the obligations under the founding treaties of the European Union and Directive 2014/24/ES were not fulfilled;

14.6.2.6. the Supplier commits a material breach of the Contract indicated in Chapter 4 of the Special Terms and Conditions;

14.6.3. a unilateral decision of the Supplier. Without prejudice to other remedies available for the breach of the Contract the Supplier shall have the right, without going to court, to unilaterally terminate the Contract notifying the Contracting Authority in writing 15 (fifteen) calendar days in advance when the Contracting Authority commits a material breach of the Contract indicated in Chapter 4 of the Special Terms and Conditions (unless the Special Terms and Conditions provide for a different time limit);

14.6.4. a decision of any of the Parties at any time notifying the other Party to the Contract thereof in writing 15 (fifteen) calendar days in advance, when the other Party goes bankrupt, becomes insolvent or is under liquidation.

14.7. The termination of the Contract shall not cancel the right to require indemnification of losses arising from the non-performance of the Contract. Where the Contract is terminated due to the circumstances indicated in subparagraphs 14.6.2.1 and 14.6.2.3–14.6.2.5 of the General Terms and Conditions, the Supplier undertakes to pay a fine in the amount of 2% (two percent) from the Contract price (unless the Special Terms and Conditions provide for a different amount); such fine shall be considered to be minimum losses incurred by the Contracting Authority due to the termination of the Contract that need not to be proved. Moreover, the Contracting Authority shall have the right to require indemnification of other losses incurred by the Contracting Authority in excess of the specified amount of the fine.

14.8. In the case of the termination of the Contract the Contracting Authority shall pay to the Supplier for the actually and appropriately provided Services (where according to the nature of the subject matter of the Contract the procurement object is divisible), having deducted the penalty specified in the Contract (if such penalty is applied under the Contract).

## **15. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

15.1. All information communicated in any form or manner by one Party to the other Party (even if it is not designated as 'confidential') regarding the conclusion, content and performance of the Contract shall be considered to be confidential, except for the information which must be made public in accordance with the procedure established by the Law on Public Procurement, and information which in observance of legal acts of the European Union and the Republic of Lithuania may not be considered to be confidential or which is required by law enforcement, control (audit) and public or municipal authorities in accordance with the procedure established by legal acts.

15.2. Each Party undertakes to protect all confidential information received from the other Party and not to use such information for the purposes other than those specified in the Contract. For duly substantiated reasons, the Parties shall have the right to request that the Party's employees or the sub-suppliers participating in the performance of the Contract sign a separate non-disclosure agreement.

15.3. The Supplier undertakes to process personal data obtained and/or accessed during the performance of the Contract in observance of the requirements of 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 legal acts.

15.4. Where during the performance of the Contract personal data are processed and the Supplier will process personal data as a data processor, the Parties, seeking to determine the terms and conditions for the processing of personal data, shall conclude an agreement for the processing of personal data. Such agreement shall constitute an

inseparable part of the Contract. The agreement may be amended by entering into a written amendment to the Contract which will become an inseparable part of the Contract, and such amendment to the Contract shall not be deemed as a material amendment to the Contract.

15.5. The Supplier undertakes to implement appropriate technical, organisational and legal measures ensuring security of personal data. The specified measures shall ensure the level of security corresponding to the arising risks.

15.6. The Supplier may not use any part of the Contract or the Contracting Authority's name for marketing purposes without a prior written consent of the Contracting Authority.

15.7. If the Party to the Contract unlawfully discloses confidential information or personal data or breaches other provisions of the Chapter of the Contract, the injured Party to the Contract shall have the right to require from the other Party to the Contract the payment of a fine in the amount of 5% (five percent) of the Contract price (unless the Special Terms and Conditions provide for a different amount) which shall be considered to be minimum losses that need not to be proved and indemnification of other incurred losses exceeding the specified amount of the fine.

15.8. Without prejudice to the provisions of the Contract regarding the right to indemnification of losses and application of liability, where the Supplier breaches the requirements of applicable legal acts when determining personal data processing purposes and measures, the Supplier should be considered to be the personal data controller in respect of personal data processing and, therefore, assume full responsibility for their processing.

15.9. The provisions of this Chapter of the Contract shall apply for an unlimited term after the expiration or termination of the Contract.

## **16. DISPUTE SETTLEMENT**

16.1. All disputes or disagreements likely to arise from and/or in relation the Contract shall be settled by way of negotiations.

16.2. Where a dispute arising from the Contract cannot be settled by way of negotiations, such dispute shall be adjudicated before a court of the Republic of Lithuania in accordance with the procedure established by laws of the Republic of Lithuania.

## **17. FINAL PROVISIONS**

17.1. Any amendments to the provisions of the General Terms and Conditions made by the Parties to the Contract shall be indicated in the Special Terms and Conditions.

17.2. Any notifications or other correspondence shall be delivered to the responsible persons specified in the Special Terms and Conditions personally or shall be sent by registered mail or email to the addresses indicated in the Special Terms and Conditions.

17.3. For the Contract performance purposes the Parties shall use the names, addresses and other details of the Parties indicated in the Special Terms and Conditions. Any changes in the names, addresses and other business details of the Parties indicated in the Contract must be notified by the Parties to each other without undue delay. The Party failing to fulfil this requirement may not bring any claims or replications that the counterparty's actions carried out according to the last details known to the latter do not comply with the terms and conditions of the Contract or that the Party has not received notifications sent using the details specified in the Contract.

17.4. Neither of the Parties shall have the right to transfer in full or in part the rights and obligations according to the Contract to any third party without a prior written consent of the other Party.

17.5. All other matters of performance of the Contract that are not regulated by the Contract shall be addressed in observance of laws and other legal acts of the Republic of Lithuania

### **CUSTOMER**

Bank of Lithuania  
Giedrius Ruseckas  
Head of the Public Procurement Division  
of the Corporate Services Department

### **SUPPLIER**

Soaring Sentences LTD  
S