

## SERVICE CONTRACT NO V 2024/41-312

\_\_\_\_\_  
(date)

\_\_\_\_\_ of Lithuania (hereinafter referred to as the "Customer"), represented by \_\_\_\_\_ acting on the basis in accordance with the provisions of Subsection 19.2 of the Law on the Preparation, Execution, Storage and Management of Accounts of the Procurement of Goods, Services and Works and other Contracts in Lietuvos bankas, approved by the Chairman of the Board of Lietuvos bankas, 22 December 2015 by Order No. V 2015/(1.7-260603)-02-245, and SoftwareONE Czech Republic s.r.o. (hereinafter referred to as the "Provider"), represented by \_\_\_\_\_, both jointly referred to as the parties and individually as a party in relation to the international procurement of services of Data Leakage Prevention (DLP) Project Deployment Consultants (procurement number 739863), carried out by the Public Procurement Commission on 27 November 2024 Protocol No. 4, concluded this service contract (hereinafter referred to as "the Contract").

### SPECIFIC CONDITIONS

The Special Conditions of the Contract (hereinafter referred to as the 'Special Conditions') shall be interpreted and applied in conjunction with the General Conditions of the Contract (hereinafter referred to as the 'General Conditions'), which form an integral part of the Contract.

#### 1. SUBJECT TO THE CONTRACT

1.1. The Provider undertakes to provide the Customer with the services of Data Leak Prevention (DLP) project implementation consultants (hereinafter referred to as the "Services") under the terms and conditions specified in the Agreement.

1.2. The description of the Services provided to the Customer under the Contract, the scope (quantity) of the Services and other requirements of the Services are specified in the Technical Specification (Annex 1), which is an integral part of the Contract.

1.3. This procurement shall be considered green in accordance with point 4.4.3 of the Procedure for the application of environmental criteria in the context of green procurement, as approved by Order No D1-508 of the Minister for the Environment of the Republic of Lithuania of 28 June 2011 approving the Procedure for the application of products whose procurement is subject to environmental protection criteria to be applied by contracting authorities when purchasing goods, services or works (hereinafter 'the Procedure'), since only an intangible (intellectual) service or other service not related to the creation of a tangible object is procured which, at the time of its provision, does not provide for significant negative effects on the environment, does not create a source of pollution and does not generate waste. The Customer seeks to acquire the specified Services that have the lowest possible impact on the environment, i.e. that the provision of the Services uses as few natural resources as possible, therefore, environmental requirements apply: communication between the Provider and the Customer will be carried out only by electronic means (telephone, e-mail, etc.), documentation will be provided to the Customer by electronic means (e-mail, etc.) if it is necessary to print documents, the Customer will use recycled paper that meets the requirements for green procurement set out in the Description.

#### 2. AGREEMENTS BETWEEN THE PARTIES

2.1. The Provider shall perform his obligations under the Contract from the date on which the Contract enters into force.

2.2. The Provider undertakes to provide the Services specified in the Agreement in accordance with the terms and procedure specified in the Technical Specification (Annex 1).

##### 2.3. The provider undertakes to:

2.3.1. provide the Customer with the service, transfer-acceptance certificate and invoice for the services provided in accordance with the Service Orders, indicating the date and number of the contract;

2.3.2. to eliminate the defects in the provision of the Services indicated by the Customer within the time limit set and agreed by the responsible persons of the Customer and the Provider;

2.3.3. to be held liable for a breach of the obligations assumed under the Contract in

accordance with the procedure laid down in the Contract and legal acts;

2.3.4. to ensure that during the entire period of validity of the Agreement they will have the necessary resources and qualifications necessary for the provision of the Services;

2.3.5. ensure that, in order to provide uninterrupted services to the Customer, all information and documents related to the performance of the Contract held by the previous employee (specialist) will be transferred to the newly appointed employee (specialist) when replacing the employee (specialist) appointed to perform the Contract with a new employee (specialist) of the Provider or subcontractor or using new employees (specialists) of the Provider for the performance of the Contract.

2.3.6. ensure that the Services are provided only by professionals who meet the qualification requirements.

2.3.7. To inform the Customer's responsible persons in a timely manner if circumstances occur that hinder the performance of the Agreement;

2.4. The Provider undertakes to submit to the person responsible for the performance of the Contract, within 5 working days from the date of entry into force of the Contract, the Confidentiality Commitments signed by all the specialists of the Provider and subcontractor(s) involved in the performance of the Contract (Annex 5).

**2.5. The Customer undertakes to:**

2.5.1. to provide the Provider with all documents and information, as well as to perform the actions necessary for the proper performance of the Contract by the Provider. Upon receipt of the Provider's request, the documents and information shall be provided to the Provider or the necessary actions shall be carried out no later than within 7 (seven) working days from the date of receipt of the Provider's request. If the Customer fails to submit the documents, information or actions necessary for the proper execution of the Agreement within the set time limit and, for this reason, the Provider delays the timely provision of the Services, the Provider will not be considered to be non-performance or improper performance of the Agreement;

2.5.2. review the documents submitted by the Provider, submit comments and approve the documents in accordance with the following procedure:

2.5.2.1. not later than within 5 working days from the date of receipt of the Service Transfer-Acceptance Act, check whether the Services have been properly provided, sign it or submit to the Provider a reasoned letter of refusal to sign it, indicating the shortcomings and the time limit set by the responsible person of the Customer within which the Provider must eliminate the shortcomings;

2.6. The Parties undertake, within 3 working days from the date of entry into force of the Agreement, to exchange lists of their designated persons responsible for the provision of Services (Service Parts), coordination of issues related to the provision of Services (Service Parts), to indicate the contact details of these persons (service phone no., e-mail addresses). A Party shall immediately inform the other Party of the change of its responsible persons.

2.7. Other obligations between the Contracting Parties are set out in the General Conditions and the Technical Specification (Annex 1).

**3. PRICE AND ACCOUNTING PROCEDURE**

3.1. The contract shall be priced at a fixed rate. The Supplier undertakes to provide the Services at the following rate:

Table 1

| <b>Name of services</b>   | <b>Measuring pcs.</b> | <b>Indicative quantity*</b> | <b>Unit cost excluding VAT, EUR</b> |
|---|-----------------------|-----------------------------|-------------------------------------|
| <b>1</b>  | <b>2</b>              | <b>3</b>                    | <b>4</b>                            |
| Data Leak Prevention (DLP) Project Deployment Consultant Services | Hours of work         | 1000*                       | 88,5                                |

\*The Customer does not undertake to purchase all the preliminary quantity of Services specified in the Agreement. Services will be procured based on actual demand. The final price of the Contract will be calculated on the basis of the quantity of the Services actually provided by the Provider and accepted by the Customer, applying the rate established in the Contract and not exceeding the maximum price of the Contract. The maximum price of the Contract is not the Customer's obligation to purchase the Services for this value.

3.2. Maximum price of the Contract excluding VAT EUR 123 966.94, VAT EUR 26 033.06, maximum price of the Contract including VAT EUR 150 000.00. The maximum price of the Contract excluding VAT corresponds to the methodology for establishing the Pricing Rules approved by the Director of the Public Procurement Office the value of the initial Agreement calculated in accordance with the procedure laid down by Order No 1S-95 of 28 June 2017.

3.3. The Service Fees shall include all the Provider's fees and all other costs necessary for the proper performance of the Contract.

3.4. During the performance of the Contract -the e-invoice and the documents related to the payment shall be submitted by electronic means chosen by the Provider: An electronic invoice complying with the European standard on electronic invoicing, the reference of which has been published in 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 syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) ('the European standard on electronic invoicing') may be submitted by the Provider through the information system SABIS ([sabis.nbfc.lt](http://sabis.nbfc.lt)) or through another information system of his choice (e.g.: The provider may submit an electronic invoice using any PEPPOL AS4 profile registered in the PEPPOL network (Access Point). The Provider must submit an electronic invoice which does not comply with the European standard on electronic invoicing using the tools of the information system SABIS (sabis.nbfc.lt). The Customer accepts and processes electronic invoices using the tools of the information system SABIS, except in the exceptional cases provided for in the Law on Public Procurement of the Republic of Lithuania. An electronic invoice shall be understood as an invoice issued, transmitted and received in an electronic format that allows automatic and electronic processing.

3.5. The Customer shall pay to the Provider for properly provided Services not later than within 30 calendar days from the signing of the Service Transfer-Acceptance Act and receipt of the invoice.

3.6. The contract price (rates) shall be recalculated when the amount of VAT changes in accordance with the procedure laid down in the General Conditions.

3.7. During the period of validity of the Agreement, any Contracting Party shall have the right to initiate the recalculation (modification) of the Contract price (fees) established in the Agreement not more than once during the 6 months of validity of the Agreement (the first amendment being made not earlier than 6 months after the date of entry into force of the Agreement, if the recalculation has already been made – from the date of the last recalculation under this paragraph), if the change (k) in the prices of services provided to Economic Entities in the sector "Computer programming, consultancy and related activities" (J62), calculated as set out in paragraph 3.10 of the Agreement, exceeds (decreased) 5 per cent. In carrying out the recalculation, the Parties shall be guided by the data of the Database of Indicators made publicly available by the State Data Agency on the Official Statistics Portal, without requiring the other Party to provide an official document or confirmation issued by the State Data Agency or other authority.

3.8. Service rates are considered to be recalculated when the parties sign an agreement on its recalculation, which becomes an integral part of the Agreement. The recalculated Contract price (rates) shall be applied for the part of the Services provided after the date of signing of the agreement on the price (rate) recalculation.

3.9. The parties must specify in the Agreement on the Recalculation of the Contract Price (Fees) the value of the index at the beginning of the period and the date of its determination, the value of the index at the end of the period and the date of its determination, the change in prices (k), the recalculated fees, the recalculated value of the original contract.

3.10. The new Contract price(s) shall be calculated in accordance with the following formula:

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

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

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

k – Price index of services provided to economic operators in the sector 'Computer programming, consultancy and related activities' (J62) (estimated change (increase

or decrease) in prices of services provided to economic operators (%). The value of 'k' is calculated according to the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradiia}} \times 100 - 100, (\%) \text{ where}$$

the date when the request for recalculation was sent to the other party, the latest price index published in the Computer programming, consultancy and related activities sector.

Ind<sub>starts</sub> with the (monthly) price index of the start date of the period in Computer programming, consultancy and related activities (J62). For the first conversion, the beginning of the period (month) shall be the month of the day of conclusion of the Contract. For the second and subsequent revisions, the beginning of the period (month) shall be the month of the published value of the relevant index used for the last revision.

3.11. For the purposes of the calculations, index values shall be taken to four decimal places. The calculated change (k) shall be used for further calculations rounded to the first decimal place and the calculated rate (price) 'a' shall be rounded to the second decimal place (to be filled in with the same number of digits as used in the contract concluded).

3.12. A subsequent recalculation of prices or charges may not cover a period for which a recalculation has already taken place.

3.13. The total maximum price of the Contract shall be recalculated in accordance with the following procedure:

3.13.1. The maximum price of the Agreement (in force prior to the recalculation of the Service Rate) shall be reduced by the value of the Services actually provided prior to the recalculation of the prices/rates. The maximum price of the Agreement is obtained for the remaining, unprovided Services.

3.13.2. The maximum Contract price for the remaining Services not provided shall be recalculated in accordance with the formula specified in clause 3.10 of the Contract.

3.13.3. The recalculated maximum Contract price is obtained by summing up: 1. the value of the Services actually provided prior to the recalculation of the fee; 2. the recalculated maximum Contract price for the Services not provided (calculated in accordance with clause 3.10).

3.14. The change of the Service Fees/Maximum Contract Price specified in Clauses 3.7 and 3.13 of the Contract shall be executed by a written agreement signed by both Parties. Recalculated Service Fees for the Services are valid from the moment of signing. The Agreement shall form an integral part of this Agreement.

#### **4. MINIMUM INFRINGEMENTS OF THE CONTRACT**

4.1. The Parties agree that the following violations of the essential terms of the Agreement shall be considered as material violations of the Agreement:

4.1.1. The Provider misses the agreed term for the provision of Services in the Service Order (Orders) for more than 10 calendar days;

4.1.2. The Provider shall provide Services of inadequate quality, which do not comply with the requirements of the Technical Specification and/or Service Order and/or shall not correct the defects in the provision of the Services at its own expense within 25 calendar days from the date of the Customer's request to correct the defects;

4.1.3. The Customer misses the payment term specified in subparagraph 3.5 of the Special Conditions for more than 30 days;

4.1.4. The Provider shall replace the staff (specialists) assigned to perform the Contract without following the procedure set forth in the General Conditions;

4.1.5. The Provider shall replace subcontractors used to perform the Contract without following the procedure set forth in the General Conditions;

4.1.6. The Provider is in breach of the provisions of the Confidentiality Agreement.

#### **5. ENFORCEMENT OF THE FULFILLMENT OF THE CONTRACT**

5.1. If the Provider fails to perform the obligations set out in the Agreement or fails to perform them properly, or terminates the Agreement without any fault on the part of the Customer, or if the Customer terminates the Agreement due to material breaches of the

Agreement by the Provider referred to in Chapter 4 of the Special Conditions, or the Provider fulfils the essential conditions set out in the Agreement or its annexes with significant or persistent deficiencies, the Provider shall pay a fine of EUR 6 200.00 (*6 thousand two hundred euros*) within 10 calendar days from the date of termination of the Agreement. This fine is considered to be the minimum, fair, fair and undisputed loss of the Customer.

5.2. If the Customer unilaterally terminates the Contract through no fault of the Provider, or if the Provider terminates the Contract due to a material breach of the Contract by the Customer referred to in Chapter 4 of the Special Conditions, the Customer shall pay the Provider a fine of EUR 6,200.00 (EUR 6,000,200) within 10 calendar days from the date of termination of the Contract. No penalty shall be payable in the event of termination of the Contract by decision of the competent authorities.

5.3. The Provider, not through the fault of the Customer, delaying the provision of the Services within the time limit specified in the Special Terms and Conditions of the Agreement, the Technical Specification and/or correcting the defects of the Services within a reasonable time limit specified by the Customer, shall pay to the Customer for each delayed calendar day a default interest of 0.04 per cent calculated from the value of the Service Order in EUR (excluding VAT). This clause does not apply to the violation specified in clause 5.4 of the Agreement.

5.4. The Provider, not through the fault of the Customer, delaying the provision of the Services within the time limit for the provision of the Services agreed in the Service Order (orders) and/or correcting the shortcomings of the Services within a reasonable time limit specified by the Customer, shall pay to the Customer for each delayed calendar day a default interest of 0.1 per cent calculated from the value of the Service Order in EUR (excluding VAT).

5.5. If the Customer is late in paying for properly and timely provided Services, the Provider shall pay default interest of 0.04 per cent for each delayed calendar day, calculated from the delayed payment of the price in EUR (excluding VAT).

5.6. The Customer has the right to unilaterally deduct penalties (fines, late payment interest) from any payments made to the Provider. In the event of delay in the provision of the Services by the Provider, the number of days overdue and the amount of default interest must be specified in the Service Transfer-Acceptance Act. The amount of late payment interest charged by the Customer when paying for the Services reduces the amount of payment indicated in the VAT invoice submitted by the Provider. If there are no sums of money payable to the Provider from which penalties could be deducted, the Provider must pay them to the Customer's account specified in the Agreement not later than within 10 (ten) calendar days from the date of submission of the Customer's claim for payment of the fine or late payment interest to the person responsible for the performance of the Agreement.

5.7. Liability of the parties in respect of each other shall be limited to the initial value of the contract excluding VAT and direct actual losses, except for the exceptions provided for in paragraph 1 of Article 6.252 of the Civil Code of the Republic of Lithuania and except for the cases where the damage is caused by confidentiality obligations, legal acts regulating the protection of personal data or infringement of intellectual property rights.

## **6. SUBJECT**

6.1. The Provider shall use subcontractors to perform the Contract: unforeseen. The Provider must inform the Customer, in accordance with the procedure and within the time limits set out in Section 10 of the General Terms and Conditions, about the planned use of new subcontractors.

6.2. At the Subcontractor's request and with the Provider's consent, the Customer may pay directly to the Subcontractor. The Customer shall inform the subcontractor about this possibility by a separate notice within 3 (three) working days from the signing of the Contract or the receipt of information from the Provider about the subcontractor used. In order to use the direct payment option, the subcontractor must notify the Customer thereof in writing not later than within 2 (two) business days from the receipt of the Customer's notice specified in this subparagraph of the Contract. In this case, the Customer, the Provider and the subcontractor enter into a tripartite contract and determine the direct settlement procedure, including the Provider's right to object to unjustified payments. The signing of a tripartite contract for direct settlement with the subcontractor shall not affect the Provider's liability for the performance of the Contract.

6.3. No direct settlement with the subcontractor is foreseen.

6.4. The procedure for using and replacing subcontractors is set out in the General Terms and Conditions.

## 7. DATE OF VALIDITY OF THE CONTRACT AND OTHER CONDITIONS

7.1. The contract shall enter into force when the parties have signed its digital version with qualified electronic signatures and shall remain in force until the full fulfilment of the contractual obligations. The Parties agree that the signing of the digital version of the Agreement with a qualified electronic signature or the exchange of digital copies of the Agreement signed by individual identical content by e-mail shall be equated to the signing of the Agreement in writing. If the party accepting the Contract provides a version/copy of the Contract, the content of which is not identical, the Contract shall be deemed not to have been concluded.

7.2. The duration of the provision of services under the Contract shall be 13 months from the date of entry into force of the Contract.

7.3. The contract may be terminated by written agreement of the Parties.

7.4. During the period of validity of the Agreement, the parties, as separate independent personal data controllers, will process personal data of the persons responsible for the performance of the Agreement, the persons responsible for the publication of the Agreement, its amendments and the Provider's proposal, as well as the specialists who will provide the Services. The Parties shall be responsible for compliance of the processing of personal data with the provisions 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 (hereinafter referred to as the Regulation), the Law of the Republic of Lithuania on Legal Protection of Personal Data and other legal acts regulating the protection of personal data. The legal basis for the processing of the specified personal data is a legal obligation provided for in the Law on Public Procurement of the Republic of Lithuania (Article 6(1)(c) of the Regulation). The Parties undertake to process the specified personal data only for the purpose of performing the Agreement, to implement appropriate technical, organisational and legal measures for the protection of personal data to ensure the security of personal data. The measures specified must ensure a level of security appropriate to the risk presented. Upon termination of the Agreement, the parties undertake to destroy the personal data in their possession, unless the applicable legislation provides for longer storage. As far as the provision of the Services is concerned, the Parties will not provide each other with personal data and, accordingly, no separate agreement on the processing of personal data shall be concluded between the Parties.

The provisions of the General Terms and Conditions shall apply to the extent that the conditions do not provide otherwise.

The Parties shall designate the following responsible persons:  
Representative of the Customer responsible for the performance of the Contract –  
Representative shall have the right to sign the Service Transfer-Acceptance  
Documents related to the performance of the Agreement on behalf of the  
The documents regarding the amendment or termination of the

7.6.2. Representative of the Provider responsible for the performance of the Contract –  
, mobile e-mail:

7.6.3. Representative of the Customer responsible for the termination of the Contract,  
amendments thereto and the Contractor's tender in accordance with the procedure laid down in  
the Law of the Republic of Lithuania on Public Procurement

7.7. The Contract may be amended or terminated in accordance with the  
procedure set out in the General Conditions.

7.8. The agreement was concluded in the Lithuanian language.

## 8. ANNEXES TO THE CONTRACT

8.1. The General Conditions and the following Annexes shall form an integral part of the Contract:

- 8.1.1. Technical specification (Annex 1);
- 8.1.2. Supplier's tender (Annex 2)
- 8.1.3. List of specialists to be appointed for the performance of the contract (Annex 3).
- 8.1.4. Confidentiality Agreement (Annex 4)

8.1.5. Confidentiality Pledge (Form) (Annex 5)

**9. REQUIREMENTS BY THE PARTIES**

**THE CUSTOMER**

Bank of Lithuania  
Legal entity code 188607684  
VAT number LT886076811  
Gedimino ave. 6, 01103 Vilnius  
Lithuania  
Tel. +370 5 268 0029  
E-mail: info@lb.lt  
Account number  
LT411010000000123456  
The Bank of Lithuania

**THE PROVIDER**

SoftwareONE Czech Republic s.r.o.  
Legal entity code 24207519  
VAT number CZ24207519  
Vyskočilova 1410/1a, Prague 4, 14000  
Czech Republic  
Tel.  
E-mail address: Account number C

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(Signature)

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(Signature)

## **TECHNICAL SPECIFICATION FOR THE PURCHASING OF CONSULTANT SERVICES FOR THE DEVELOPMENT OF DATA PROJECT PREVENTION (DLP)**

### **I. GENERAL INFORMATION**

1. The Service Provider will be obliged to provide the services of provision of competencies of specialists in the DLP project implementation (number of specialists and competencies detailed in clause 5.10 (5.10.3-5.10.3) of the procurement conditions) related to the implementation of DLP in the configuration of Microsoft DLP product and its adaptation to the needs of the Bank of Lithuania (hereinafter referred to as the "LB", the "Contracting Authority") (hereinafter referred to as the "Services").

2. The aim of the project is to fully implement (implement, integrate with the available LB solution and configure) the DLP solution in the information technology infrastructure of the LB in 20 computer workstations in the production environment, perform the pilot operation of the configured product and install it in the LB workstations.

3. Competences required for the provision of services:

3.1. Project manager;

3.2. Information systems and/or information security specialist;

3.3. Microsoft purview scanner installation and/or configuration specialist;

3.4. Cyber Security Architect.

4. Place of supply of services: Gedimino ave. 6, Žirmūnų g. 151 or Žalgirio g. 90, Vilnius or remotely.

5. The duration of the services is 13 months, the estimated volume of the services to be purchased is **1000 business** hours. The reported number of working hours does not constitute an obligation on the part of the PO to redeem the total preliminary number of working hours. The services will be procured according to the actual needs of LB.

6. The duration of the service is from 8:00 to 17:00 on the contracting authority's working days on Fridays from 8:00 to 15:45 and the duration of the working day before public holidays is one hour shorter (UTC +02:00). By agreement of the parties, the Services may be provided outside the working hours of LB.

7. Current situation:

7.1. LB implements a centrally managed private information management tool (DLP) on its Microsoft infrastructure to detect unauthorised sharing/transmission or use of private information and to prevent leaks of such information (hereinafter referred to as the DLP project);

7.2. The DLP project is implemented by LB, the Services are installed and tested by LB employees or third-party service providers, if there is an agreement for the provision of such services.

7.3. LB currently uses:

7.3.1. Microsoft 365 E3 and E5 licenses.

7.3.2. Microsoft Server (2012 R2, 2016, 2019), Windows 10 operating systems, Microsoft SharePoint (2013, 2016, 2019 versions) and Microsoft Exchange Server 2016.

### **II. REQUIREMENTS FOR SERVICES**

8. The services consist of:

8.1. Deployment and adaptation of the DLP solution to the needs of the Bank of Lithuania (according to the preliminary activities provided for in the project);

8.2. Solving problems encountered during the implementation of the DLP solution;

8.3. Identification of deficiencies and submission of proposals for their resolution and, after coordination of the proposed solution, correction of deficiencies;

8.4. Preparation of documentation.

9. Procedure and time limits for the provision of services:

9.1. Services are provided on the basis of orders placed with the Service Provider (hereinafter referred to as "Service Orders");

9.2. LB provides Service orders to the Service Provider by registering the need in LB management systems.

9.3. The Service Provider's reaction time to the received Service order from LB is 2 working days.

9.4. Upon receipt of an order for Services from LB, the Service Provider shall, within 7 working days (including the reaction time specified in subparagraph 9.3 of this technical specification), evaluate the scope of services (technical, functional, security and quality requirements) and submit a tender together with a description of the implementation of the offer, indicate the assessment of the duration of services during working hours and the date of the final implementation of the service order (hereinafter referred to as the Service Order Implementation Information).

9.5. Having received the information on the implementation of the Service Order, the Bank of Lithuania evaluates it and decides on the implementation of the Service Order:

9.5.1. if it decides that the Services specified in the Service Order taking into account the information on the implementation of the Service Order are unnecessary or inappropriate due to the cost-benefit ratio - the Service Order is cancelled by notifying the Service Provider thereof. If the description of the Service Order implementation information is unclear, the Bank of Lithuania may ask the Service Provider to detail the services described in the Service Order implementation information and the assessment of the cost of their provision. The Provider must answer the questions put by the contracting authority.

9.5.2. if the Bank of Lithuania decides that the Services specified in the Order of Services, taking into account the information on the implementation of the Order of Services, are necessary, the duration, terms, scope and estimate of the provision of Services shall be confirmed in the Order of Services signed by the Bank of Lithuania and the Service Provider after the agreement of the Order of Services. The LB does not pay for the amount of working hours that have not been agreed.

9.5.3. Having provided the services specified in the Service Order in accordance with the testing scenario, the Service Provider must perform testing of the services provided, correct any errors identified during the testing, make sure that the DLP services work qualitatively, that the Bank of Lithuania has no comments, prepare and submit a report on the results of the testing of the Bank of Lithuania.

9.5.4. The Service Provider prepares a Service Deployment Plan consisting of Deployment Actions and Rollback Actions.

9.5.5. Only after the approval of the LB, the solution is implemented in accordance with the installation plan prepared by the Service Provider and followed by the LB.

9.5.6. DLP implementation is carried out/changes are implemented by LB in accordance with the Service Provision Plan prepared by the Service Provider and coordinated with LB, while the Service Provider consults LB during the implementation of the Services.

9.6. The installation of DLP in the production environment must not disrupt the work of other information systems of the Bank of Lithuania. If the installation into the production environment disrupts the work of the information systems of the Bank of Lithuania or does not function functionally, it shall be considered that the Service has been implemented in a defective manner. In such a case, the Service Provider must immediately provide gratuitous advice in restoring the disturbed functionalities of the information systems of the Bank of Lithuania and correct errors.

9.7. Having duly executed the Service Order, the Service Provider submits the Service Acceptance - Transfer Act to the Bank of Lithuania for signing, which is drawn up for each service order placed by the Bank of Lithuania.

9.8. The Bank of Lithuania shall sign the act of acceptance and transfer of the service order when:

9.8.1. business processes can be carried out in the production environment to the extent specified in the Service Order, there are no remaining uncorrected errors specified by the PO, the functionality of the DLP solution uploaded to the production environment works qualitatively.

9.8.2. a trial operation of the services provided has been carried out, the duration of which is provided for in the service order (if provided for).

9.8.3. During the transfer of services - acceptance, the Contracting Authority may not check the compliance of all the services provided by the Service Provider with the requirements specified in the Service Order. Therefore, the signing of the Service Transfer - Acceptance Act in no way restricts the right of the Bank to demand correction of defects and at the same time obliges the Service Provider to correct errors or discrepancies in accordance with the content of the Service Order.

### **III.REQUIREMENTS FOR SERVICE GUARANTEE**

10. The service provider must provide a guarantee of at least 12 months for the services provided. The term of the guarantee shall be calculated from the date of signature of the act of transfer – acceptance of the services provided.

11. The Service Provider undertakes to eliminate, by its own efforts and at its own expense, the deficiencies of the services identified during the warranty period within 2 (two) business days from the date of dispatch of the notification of the identified deficiencies by the Bank of Lithuania, except for the cases when the deficiencies of the services were caused by the fault of the Bank of Lithuania.

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**LIST OF SPECIALISTS FOR THE EXECUTION OF THE CONTRACT**

| <b>No.</b> | <b>Competence of the specialist providing the services, name of the specialist</b> | <b>Qualification requirements for specialists</b><br>(Each specialist must meet the requirements listed below individually)  |
|------------|--|--|
| 1          | 2  | 3  |
| 1.         | <b>Project manager</b>   | <p>1. In the last 5 (five) years* (until the end of the deadline for submission of proposals), must have at least <b>2 years</b> of management of information technology security projects, experience in managing the provision of services, leading a team of specialists participating in the execution of the contract* ;</p> <p>2. to have internationally recognized project management qualification.</p> <p>* If the contract (project) indicated by the specialist was started earlier than 5 years (as specified in the requirement) before the end of the deadline for submission of proposals, but completed within the estimated 5 years (as specified in the requirement), such a contract (project) is considered appropriate and acceptable.</p> |
| 2.         | <b>Information systems/information security management specialist</b>              | <p>1. have information systems security/information security management qualifications;</p> <p>2. must have at least <b>2 years of experience</b> in the last 5 (five) years before the deadline for submitting the offer providing information systems security compliance assessment or information security management services in information technology security projects (contracts*).</p> <p>* If the contract (project) indicated by the specialist was started earlier than 5 years (as specified in the requirement) before the end of the deadline for submission of proposals, but completed within the estimated 5 years (as specified in the requirement), such a contract (project) is considered appropriate and acceptable.</p>                 |
| 3.         | <b>Microsoft purview scanner installation and/or configuration specialist</b>      | <p>1. have qualifications in the use/installation/configuration of Microsoft DLP products;</p> <p>2. in the last 5 (five) years before the end of the offer submission deadline, must have at least <b>2 years</b> of experience in providing DLP installation and configuration services in information technology security projects (contracts*).</p> <p>* If the contract (project) indicated by the specialist was started earlier than 5 years (as specified in the requirement) before the end of the deadline for submission of proposals, but completed within the estimated 5 years (as specified in the requirement), such a contract (project) is considered appropriate and acceptable.</p>  |
| 4.         | <b>Cyber Security Architect</b>  | <p>1. have qualifications in the use/installation of Microsoft security products;</p>  |

|  |  |   |
|--|--|---|
|  |  | <p>2. In the last 5 (five) years (before the deadline for submission of proposals), must have at least <b>2 years of experience</b> in providing Microsoft security product installation services in information technology security projects (contracts*).</p> <p>* If the contract (project) indicated by the specialist was started earlier than 5 years (as specified in the requirement) before the end of the deadline for submission of proposals, but completed within the estimated 5 years (as specified in the requirement), such a contract (project) is considered appropriate and acceptable.</p> |
|--|--|---|

\*The experience of specialists is assessed based on implemented projects, contracts or employment contracts. The duration of simultaneously implemented projects/contracts/employment contracts is not summed. Work experience is calculated by summing the duration of projects/contracts/employment contracts in months up to the corresponding number of years - an incomplete month of experience is counted as a full month of experience.

## CONFIDENTIALITY AGREEMENT

Vilnius

The Bank of Lithuania (hereinafter referred to as the "Customer"), represented by \_\_\_\_\_ acting on the basis in accordance with the provisions of Subsection 19.2 of the Rules for the Preparation, Execution, Storage and Management of Accounts of the Procurements of Goods, Services and Works and other Contracts in Lietuvos bankas, approved the Chairman of the Board of Lietuvos bankas, 22 December 2015 by Order No. V 2015/(1.7-260603)-02-245, and SoftwareONE Czech Republic s.r.o., (hereinafter referred to as the "Provider"), represented by \_\_\_\_\_, referred to as the "Parties", taking into account that:

(I) The Customer and the Provider shall conclude a Data Leakage Prevention (DLP) Project Implementation Consultant Service Contract (hereinafter referred to as the 'Contract');

(II) The Provider shall, in accordance with the Agreement, provide Data Leakage Prevention (DLP) project implementation consultant services (hereinafter referred to as the "Services") to the Customer;

Concludes the following Confidentiality Agreement:

1. During the performance of the Contract and after its expiry (indefinitely, until the Customer notifies the Supplier in a separate letter about the changes), the Provider must comply with the established confidentiality requirements;

2. The Parties agree that all information relating to the provision of the Services transmitted or transmitted by one Party to the other Party or acquired by one Party in the performance of its contractual obligations from the other Party or third parties, including, but not limited to, Bank of Lithuania legislation, documents and information related to the provision of the Services, internal documents, information related to the Services, systems, plans, purposes, agreements, know-how, personnel, and any other information not publicly available, relating directly or indirectly to either Party or third parties related to the provision of the Services, shall be treated as confidential information.

3. All information received from the Customer during the provision of the Services is strictly confidential, which includes all materials and information obtained in the presence of the Provider and or in communication with other interested parties involved in the provision of the Services.

4. All material related to the provision of the Services, which will be available to the Provider during and after the execution of the Agreement, shall be kept strictly confidential and may not be shared in any way, communicated about its content to persons not related to the provision of the Services, used for any purposes other than those specified in the Agreement and in other projects and/or works of the Provider.

5. The Provider must ensure that all employees of the Provider and/or subcontractor involved in the performance of this Agreement strictly undertake to comply with the confidentiality requirements applicable to the Provider under this Agreement and to receive their written confidentiality undertakings, which must also be provided to the Customer.

6. The Provider must ensure that the right of access to confidential information is granted only to their employees or subcontractors who are directly involved in the performance of the Contract and only to the extent necessary for the performance of the functions assigned to them.

7. Prior to a separate written agreement, the Provider shall not disclose or advertise its cooperation with the Customer regarding the provision of the Services.

8. The Provider is aware and understandable that the cooperation between the Customer and the Provider in providing the Services cannot be understood by the Provider as the Customer's commitment to the Supplier to cooperate in the implementation of other projects carried out by the Customer in the future.

9. The Parties shall not disclose any documentation processed in connection with the provision of the Services or discussions that took place during the performance of the Agreement, unless this has been officially made public.

10. The Parties acknowledge their understanding that a breach of obligations under this Confidentiality Agreement may cause damage to the other Party.

11. A Party that becomes aware that confidential information protected by this Agreement has been disclosed shall promptly take all reasonable steps, including, but not limited to, applying to a court for interim measures. A Party must do so in order to stop the unlawful further use of confidential information and thereby prevent further damage.

12. In the event of a breach by a Party of its obligation to protect confidential information, damages and penalties shall be imposed in accordance with the procedures laid down in the Agreement and in the master contract concluded on the basis thereof.

13. The Parties shall endeavour to resolve all disputes, disagreements and claims relating to this Confidentiality Agreement by negotiation on the basis of mutual understanding and cooperation.

14. All disputes and claims arising out of or in connection with this Confidentiality Agreement shall be settled by the courts of the Republic of Lithuania in accordance with the law of the Republic of Lithuania. This Confidentiality Agreement shall be governed by the law of the Republic of Lithuania.

15. This Confidentiality Agreement shall enter into force when the Customer and the Participants of the Supplier sign its digital version with qualified electronic signatures and shall be valid for an indefinite period of time.

**THE CUSTOMER**

Lietuvos bankas

**THE PROVIDER**

SoftwareONE Czech Republic s.r.o.

**CONFIDENTIALITY PURPOSE (Form)** \_\_\_\_\_  
**(date)**

I, \_\_\_\_\_, being a specialists appointed by SoftwareONE Czech Republic s.r.o., (name of the Provider) (hereinafter referred to as "the Provider") and performing the services provided for in Contract No \_\_\_\_\_ for the services of Data Leak Prevention (DLP) project implementation consultants concluded between the Bank of Lithuania (hereinafter referred to as "the Customer") and SoftwareONE Czech Republic s.r.o., (hereinafter referred to as "the Provider") dated \_\_\_\_\_/20\_\_\_\_ (hereinafter referred to as "the Contract"):

- **undertake to** keep confidential and to use confidential information entrusted to me by the Customer for the sole purpose of fulfilling its obligations under the Contract, including personal and other data (hereinafter referred to as "confidential information") which may become known to me in the course of providing services under the Contract, to keep it in a manner that prevents third parties from accessing or using it, or from using it in other projects and/or other activities. This obligation shall not apply if I am obliged to disclose confidential information entrusted to me by the Customer in accordance with the laws of the Republic of Lithuania;

- **I understand** that all information received, in writing and orally, from the Customer in the course of the provision of services is strictly confidential, i.e. information relating to the provision of services transmitted or transferred by one party to the other or acquired by one party in the course of performing its contractual obligations from the other party or third parties, including, but not limited to, the Customer's legislation, documents and information relating to the provision of services under the Contract, internal documents, information relating to services, systems, plans, objectives, agreements, know-how, employees, and any other information not publicly available, relating directly or indirectly to any of the parties or third parties involved in the provision of services;

- **I am aware that** I will have to respond in accordance with the procedure established by the laws and other legal acts of the Republic of Lithuania if my actions for non-performance or improper performance of this obligation will render the Customer liable for the disclosure of confidential information.

**This commitment shall be valid for an indefinite period, regardless of the position held and the place where I will work.**

(Responsibilities of the employee in performance of the Contract) (signature)

\_\_\_\_\_

(full name)

**(Name of supplier)**

\_\_\_\_\_  
job title  
first and last name

**THE CUSTOMER**  
Lietuvos bankas

**THE PROVIDER**  
SoftwareONE Czech Republic s.r.o.

**SERVICE CONTRACT NO \_\_\_\_\_**  
**GENERAL CONDITIONS**

\_\_\_\_\_  
(date)  
Vilnius

**1. INTERPRETATIONS AND GENERAL PROVISIONS**

1.1. The general terms and conditions of a service contract (hereinafter referred to as the "Contract") (hereinafter referred to as the "General Conditions") shall have the following meanings:

1.1.1. **"General Conditions"** means the conditions of the Contract which form an integral part of the Contract;

1.1.2. 'tender' means a set of documents required for the provision of services under the Contract and provided by the supplier to the contracting authority in the context of public procurement procedures;

1.1.3. 'Services' means services performed or orders of any kind made under the Contract, as well as works related to the provision of services covered by the Contract or the delivery and/or installation of certain supplies;

1.1.4. **"Act of transfer-acceptance of services"** means a document of performance of the Contract, by signing which the Parties confirm the fact of performance and transfer of the Services or part thereof to the Customer;

1.1.5. **'Procurement documents' means documents** provided or referred to by the customer describing or determining the elements of the procurement or its procedure: the contract notice, the prior information notice used as a means of calling for competition, the technical specification, the descriptive document, the draft public contract, the procedure for the submission of documents by candidates and tenderers for the public contract, information on the requirements applicable to the contract and/or other documents, their explanations/clarifications.

1.1.6. **VAT** shall mean value added tax the amount of which is laid down in the Law of the Republic of Lithuania on Value Added Tax.

1.1.7. **Invoice shall be** issued to the Customer through the information system SABIS (sabis.nbfc.lt) or through another information system of his choice (e.g.: The provider may submit an electronic invoice using any PEPPOL AS4 profile registered in the PEPPOL network (Access Point) by submitting a VAT invoice, other invoice or payment document (if the provider is not a VAT payer).

1.1.8. **Special conditions** shall mean an integral part of the Agreement, where the subject of the Agreement, the scope, price and fees of the Services (if applicable), the terms of provision of the Services and other conditions of performance of the Agreement are discussed.

1.1.9. **"Subcontractor"** means a third party whose qualification is not invoked by the Provider to meet qualification requirements for the performance of the Contract and/or a third party whose qualification is invoked by the Provider to meet qualification requirements for the performance of the Contract;

1.1.10. **"Contract"** means a contract for services concluded between the Customer and the Provider for pecuniary interest, including the Special Conditions, the General Conditions, the Technical Specification, the Procurement Documents and other documents attached or considered by their nature to be an integral part of the Contract.

1.1.11. **Contract price** means the total amount of money received by the Provider for the Services specified in the Contract under the Contract. The price of the Contract shall include all taxes and other costs incurred by the Provider in connection with the execution of the Contract.

1.1.12. **Contract pricing shall mean the** method of calculating the Contract price in accordance with the Methodology for setting the Pricing Rules approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 approving the Methodology for setting the Pricing Rules.

1.1.13. **"Technical specification"** means a document setting out the requirements for the Services;

1.1.14. "Provider" means a natural person, a private or public legal person, another organisation and its subdivision or a group of such persons, including temporary associations of economic operators, which provide the Services specified in the Special Conditions;

1.1.15. **Customer** – Bank of Lithuania, code 188607684, VAT number LT886076811, Gedimino pr. 6, 01103 Vilnius, Republic of Lithuania.

1.2. In the Contract, the Customer and the Provider may both be referred to jointly as the 'Parties' and separately as the 'Party'.

1.3. In a contract, where context requires, words in the singular may have a plural meaning and vice versa.

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

1.5. The contract is a single and indivisible document. For the purposes of the interpretation and application of the Agreement, the following order of priority of the documents of the Agreement shall be established: (I) Special conditions; (II) Technical specification (with clarifications and clarifications made by the Customer during the procurement procedures); (III) General conditions; (IV) Procurement documents; (V) The proposal.

1.6. In the event of inconsistencies or contradictions between the documents referred to in 1.5 the paragraph of the General Terms and Conditions, the documents shall prevail according to the indicated order of priority.

**2. APPROVALS AND GUARANTEE OF THE COUNTRIES**

2.1. The Parties declare and guarantee to each other that:

2.1.1. they are properly constituted and operate legally in accordance with the requirements of the home State legislation;

2.1.2. has performed all the legal acts necessary for the proper conclusion and validity of the Agreement;

2.1.3. representatives of a party who has signed the Agreement are duly authorised to sign it, personal data of the parties and/or their representatives necessary for the proper conclusion of the Agreement shall not be considered confidential information;

2.1.4. The Contract is a valid, legal and binding obligation on the party, the performance of which may be requested in accordance with the terms of the Contract;

2.1.5. the terms of the contract are clear and enforceable against them;

2.1.6. Neither the conclusion of the Contract nor the performance of the obligations assumed by the Customer or the Provider under the Contract shall violate (I) any decision, order, ordinance or instruction of any court, arbitral, state or municipal authority to which the parties are subject; (II) any contract or other transaction to which the party concerned is a party, or (III) any provision of any law, regulation or administrative provision applicable to the parties.

2.1.7. they are solvent, their activities are not restricted, they are not the subject of or are not the subject of restructuring or winding-up proceedings, they have not suspended or restricted their activities, they are not the subject of insolvency proceedings.

2.2. The provider hereby certifies that:

2.2.1. has all the permits, licenses, personnel, organizational and technical means required by legal acts for the provision of the Services;

2.2.2. included in the Offer price all costs necessary to provide the Services in accordance with the Contract and bear the risk that circumstances beyond the Customer's control may increase the Provider's costs related to the execution of the Contract and/or make the execution of the Contract more difficult for the Provider;

2.2.3. is familiar with all the Customer's internal legal acts relevant to the proper performance of the Provider's obligations provided by the Customer or undertakes to familiarize with them and properly perform them.

2.3. The sponsor hereby certifies that:

2.3.1. all procurement procedures necessary for the award of the Contract have been completed;

2.3.2. accept qualitatively provided Services in accordance with the provisions of the Agreement and settle for them in accordance with the procedure laid down in the Agreement.

2.4. If it transpires that the statements and/or statements made by the parties in the Agreement are false and/or false, the party must compensate the other party for the loss suffered as a result of the false and/or erroneous statement and/or statement.

### **3. SUBJECT TO THE CONTRACT**

3.1. Under the conditions and procedure established in the Contract, the Provider undertakes to provide the Services specified in the Special Conditions at its own risk, by means and materials and to transfer the result of these Services to the Customer, and the Customer undertakes to accept the properly provided Services by signing the Service Transfer-Acceptance Act (unless otherwise provided in the Special Conditions) and pay for them in accordance with the procedure established in the Contract.

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

#### **4.1. The Customer undertakes to:**

4.1.1. to cooperate with the Provider during the performance of the Contract and provide the Provider with reasonably necessary information for the performance of the Contract;

4.1.2. appoint the persons responsible for the performance of the Agreement, publication of the Agreement and amendments thereto (if any) in accordance with the Law of the Republic of Lithuania on Public Procurement (hereinafter referred to as the "Law on Public Procurement");

4.1.3. to accept the Services provided by signing the Service Transfer-Acceptance Act (unless otherwise provided for in the Special Conditions);

4.1.4. to pay for the Services provided and accepted by the Customer at the price set out in the Special Terms or at the rates set out in the Special Terms;

4.1.5. to grant the necessary powers to the Provider to act on behalf of the Customer if such powers are reasonably necessary for the provision of the Services;

4.1.6. properly fulfil other obligations arising from the Treaty and from legislation.

#### **4.2. The Customer has the right to:**

4.2.1. to require the Provider to perform properly and in a timely manner all obligations specified in the Agreement and legal acts;

4.2.2. to control the quality of the provision of the Services and, without separate notice, to carry out any checks on the performance of the Contract required by the Customer;

4.2.3. to require, in accordance with the procedure laid down in the Contract, the Provider to replace an employee and/or subcontractor or his employee directly providing the Services specified in the Contract, if the person appointed for the performance of the Contract fails to properly perform the Contract or violates the duties specified therein;

4.2.4. in the event of defects in the performance of the Services and contractual obligations provided by the Provider, to demand that the Provider eliminate them and/or suspend payment under the Agreement until the Provider properly and completely eliminates (corrects) the identified defects (defects);

4.2.5. on its own initiative to eliminate the defects not remedied by the Provider in a timely manner and to require the Provider to compensate for the costs incurred in remedying the defects and other losses of the Customer in excess of the specified costs;

4.2.6. to deduct the penalties and reasonable losses incurred due to the fault of the Provider from the amounts payable to the Provider, having indicated this in the Service Transfer-Acceptance Act.

**4.3. The provider undertakes to:**

4.3.1. to provide the Services at its own risk and expense with the utmost care and efficiency, in accordance with the best generally accepted professional, technical standards and practices, using all necessary skills and knowledge;

4.3.2. to provide the Services in a timely manner, within the time limit set out in the Special Conditions;

4.3.3. ensure that, at the time of conclusion of the Contract and throughout its period of validity, the Services are provided to the Customer by the Provider's employees or subcontractor and its employees (when the Provider uses a subcontractor in the cases specified in the Contract) who have the necessary qualifications and experience for the provision of the Services in accordance with the requirements set forth in the Procurement Documents and legal acts. Also ensure that during the entire duration of the Agreement, the Provider's qualification will meet the requirements of the Procurement Documents;

4.3.4. ensure that without the prior written consent of the Customer, he/she does not appoint a professional for the provision of the services who has any conflict of interest in relation to the provision of the services or has been convicted of any criminal offence in the three years prior to the start of the provision of the services. Also ensure that specialists are aware of the requirements for the safe use of information, devices and systems and comply with other obligations and requirements of the Customer's information and cybersecurity requirements for third parties (external parties);

4.3.5. immediately inform the Customer in writing of any circumstances that prevent or may prevent the Provider from providing the Services within the time limits and in accordance with the procedure laid down in the Agreement. Such notice shall not affect the Customer's right to apply penalties under the Agreement if the Services are not provided in a timely manner;

4.3.6. to cooperate with and advise the Customer on all matters related to the execution and implementation of the Agreement;

4.3.7. unless otherwise provided for in the Special Conditions, to provide information and/or a report on the progress of the Contract within 5 (five) calendar days from the date of receipt of the Customer's request;

4.3.8. take into account the comments made by the Customer during the performance of the Contract on the quality of the provision of the Services;

4.3.9. protect the Customer at its own expense from any claims or losses arising from the actions or negligence of the Provider or persons for whom the Provider is responsible in the performance of the Agreement and indemnify the Customer and/or third parties for the losses incurred as a result of these actions, as well as for the violation of any legal acts or the violation of the rights of any other persons;

4.3.10. to ensure compliance with safety at work, fire safety, environmental protection and other legal requirements applicable to the provision of the Services;

4.3.11. in the event of the risk of an accident and/or accident, immediately take all preventive measures and perform all necessary actions or refrain from actions to prevent these events and, in the event of their occurrence, to avoid or reduce their consequences as far as possible (in all specified cases, the Provider must clarify the circumstances of the event and immediately, but without prejudice to the requirements of legal acts, eliminate the resulting consequences and notify the Customer thereof);

4.3.12. if the provision of the Services specified in the Agreement requires the delivery and/or installation of equipment subject to specific conditions of use (operation) or servicing, instruct and/or train the persons appointed by the Customer to work with such equipment and provide instructions or operating conditions for such equipment, until the Service Transfer-Acceptance Act (if provided) is signed;

4.3.13. To correct the defects in the provision of the Services identified by the Customer at his own expense within the time limit specified by the Customer.

4.3.14. not use the Customer's trademark, logo name or other intellectual property objects in any advertising, publications or otherwise without the Customer's prior written consent;

4.3.15. properly fulfil other obligations arising from the Treaty and from legislation.

**4.4. The provider shall have the right to:**

4.4.1. request the Customer to provide documents or other information necessary for the proper performance of the Contract;

4.4.2. to require the Customer to accept qualitatively provided Services that meet the requirements of the Agreement and legal acts and to pay for them in accordance with the procedure laid down in the Agreement;

4.4.3. to require the Customer to properly and timely fulfil other obligations specified in the Agreement and legal acts;

4.4.4. to exercise other rights provided for in the Agreement and legal acts of the Republic of Lithuania.

## **5. DELIVERY OF GOODS OR GOODS RELATING TO SERVICES WASTE**

5.1. If, in providing the Services, the Provider is obliged to take certain items from the Customer and, after providing the Services, return them to the Customer, or for the purpose of providing the Services, the Customer provides the Provider with any movable items belonging to the Customer, without prejudice to other provisions of the Agreement, the following rules shall apply:

5.1.1. the Customer shall hand over such items to the Provider in writing or by e-mail at a place specified by the Customer in the Republic of Lithuania;

5.1.2. within the time limits set out in the Contract, the Provider shall return the items transferred to the Customer to the place of delivery in the Republic of Lithuania specified by the Customer in writing or by e-mail;

5.1.3. such transfer of the Customer's items does not grant the Provider any rights of possession, use or disposal of these items other than those necessary for the performance of the Provider's obligations under the Contract.

5.2. If the Contract stipulates that the Provider is jointly obliged to supply certain goods to the Customer when providing the Services, all provisions of the Contract concerning the procedure for transferring and accepting the result of the Services *shall apply mutatis mutandis* to such supply of goods.

5.3. If the Provider is obliged to deliver goods to the Customer while providing the Services provided for in the Agreement, all goods supplied to the Customer must be delivered, unloaded and handed over by the Provider to the address specified in the Special Terms or by the Customer's separate written notice. The Provider must provide and include in the price of the offer all services of preparation of goods for use (installation, commissioning, testing, calibration, programming, installation, installation) and other services, without which the Customer would not be able to use the goods for their direct purpose. These costs shall not be paid separately to the Provider.

## **6. TRANSFER AND ACCESS OF SERVICES RESULTS**

6.1. The result of the provision of Services shall be transferred to the Parties to the Agreement by signing the Service Transfer-Acceptance Act, unless the Special Conditions establish another procedure for the transfer of the results of the Services. In the event that the Special Conditions stipulate that the result of the provision of Services shall be transferred to the parties without signing the Service Transfer-Acceptance Act, the provisions of the General Contract Conditions concerning the conclusion of the Service Transfer-Acceptance Act shall apply *mutatis mutandis*.

6.2. Subject to the Special Conditions, the Service Transfer-Acceptance Act shall be signed either upon the provision of a certain portion of the Services (for each portion separately) or upon the provision of all the Services specified in the Agreement. Having fulfilled the obligations provided for in the Agreement, the Provider must apply to the Customer for the transfer of the result of the Services to the Customer and the signing of the Service Transfer-Acceptance Act.

6.3. The Customer must accept the Services performed properly and in accordance with the terms and conditions of the Agreement within the time limit specified in the Special Conditions from the date of the Provider's application for the Service Transfer-Acceptance Act. If the term of acceptance of the Service is not specified in the Special Conditions of the Contract, the Customer must accept the properly provided Services within 5 (five) working days from the request of the Provider.

6.4. If during the provision and/or transfer-acceptance of the Services it is established that the Services were provided improperly and their result does not meet the requirements set out in the Agreement, the Customer shall have the right to refuse to sign the Service Transfer-Acceptance Act, indicating in writing the reasons for such decision and, if possible, the measures that the Provider must take in order to bring the quality of the Services into compliance with the requirements of the Agreement and to sign the Service Transfer-Acceptance Act.

6.5. If the Customer refuses to sign the Service Transfer-Acceptance Act and informs the Provider that the Services or any part thereof do not comply with the requirements of the Agreement, the Provider shall eliminate the specified violations (irregularities) of the Agreement at its own expense within the time limit specified by the Customer.

6.6. The Provider guarantees that the result created at the time of signing the Act of Acceptance and Transfer of Services will meet the requirements of the Procurement Documents, the Proposal and the Agreement, as well as the requirements established by the legal acts of the Republic of Lithuania, and the Services will be provided qualitatively, without errors that would cancel or reduce the value of the Services.

6.7. The Provider shall be liable for any non-conformity with the quality requirements of the result generated by the Services provided, which was at the time of the transfer of the Services to the Customer, even if that non-conformity becomes apparent later. The Customer shall notify the Provider within 15 (fifteen) calendar days from the observation of such defects about the observed justified defects of the already accepted Services, which he did not notice when accepting the Services. Upon receipt of the Notice of Defects, the Provider must correct them within a reasonable time specified by the Customer. If the Provider fails to remedy the defects of the Services performed within a reasonable period of time, as notified to it by the Customer, the Provider shall be obliged to compensate the Customer for the losses incurred by the Customer due to the fact that the Customer will remedy these defects himself or through third parties.

6.8. If the Provider fails to eliminate the non-conformities specified by the Buyer within the set time limit, the Buyer shall not accept the Services and shall inform the Provider thereof. In addition, in this case, the Buyer acquires the right to take all necessary measures to defend his/her rights, including termination of the Agreement and/or application of the measures of securing the performance of the Agreement and recovery of losses that exceed the guarantee of the performance of the Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. The Provider guarantees damages to the Customer for any claims arising from violations of copyrights, patents, licences, drawings, models, Service (goods) names or Service (trade) marks or other intellectual property rights committed by the Provider during the performance of the Agreement.

7.2. All results created and rights acquired in performance of the Contract, including copyright and other intellectual property rights, from the signing of the Service Transfer-Acceptance Act are the property of the Customer (unless otherwise provided for in the Special Conditions), which the Customer may use, publish, transfer or transfer without the separate consent of the Provider to third parties.

7.3. The Customer has the right to use the objects of copyright or other intellectual property rights created in accordance with the Agreement, both in Lithuania and abroad, without any additional payments. The copyright in the copyright objects created during the provision of the Services shall be transferred to the Customer for the entire period of validity of copyright or other intellectual property rights established by law.

## **8. CONTRACT PRICE AND RESPONSIBILITY**

8.1. The price of the Contract and the pricing rules of the Contract shall be set out in the Special Terms and Conditions.

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

8.2.1. the provision of materials or tools necessary for the provision of the Services;

8.2.2. transport costs;

8.2.3. wage and/or salary costs of subcontractors;

8.2.4. all costs relating to the preparation, translation (if required) and presentation of the documents provided for in the Technical Specification and the Contract;

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

8.2.6. costs of warranty or warranty maintenance of the Services provided for the period specified in the Special Conditions or in the Technical Specifications;

8.2.7. the costs of the SABIS electronic service, another information system of your choice, for the provision of an invoice;

8.2.8. the costs referred to 5.3 in points 5.1 to of the general conditions;

8.2.9. other costs and charges related to the provision of the Service and the fulfilment of other obligations under the Agreement.

8.3. The Provider must submit all Accounts provided under the Agreement to the Customer via the information system SABIS (sabis.nbfc.lt) or via another information system of its choice (e.g.: The provider may submit an electronic invoice through any PEPPOL AS4 profile registered in the PEPPOL network (Access Point), except as provided for in the laws and the Special Conditions. Together with the Account, the Provider may submit the Certificate of Acceptance and Transfer of Services or other additional documents. The VAT invoice issued by the supplier must comply with the legal requirements. In addition, the invoice issued by the Provider must include the Provider's VAT identification number, the Contract number, the number and date of the signed Service Transfer-Acceptance Act.

8.4. The Provider shall not be entitled to claim any costs in excess of the Contract price. The price of the Contract and/or the rates of the Services specified in the Contract may be changed only in accordance with the rules set forth in the Special Conditions, if such possibility has been provided for.

8.5. In the event of a change in the amount of VAT, the recalculation of the price shall be formalised by a written agreement between the parties, which shall become an integral part of the Agreement.

8.6. The fixed price or the fixed rate shall be recalculated without changing the fixed price or the fixed rate excluding VAT, with only a fraction of the VAT recalculated accordingly. The recalculated fixed price or 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 Agreement shall be made in euros by bank transfer to the account specified by the Provider.

8.8. The Customer shall pay the amount for the Services to the Provider without VAT, and VAT to the budget of the Republic of Lithuania shall be paid by the Customer in accordance with the procedure established by legal acts of the Republic of Lithuania (the condition applies if the Provider is a natural or legal person of a foreign state).

8.9. If the Provider fails to submit a certificate of residence or any other certificate provided for by the laws of the Republic of Lithuania, the amount paid to him shall be taxed in accordance with the procedure laid down by the laws of the Republic of Lithuania (the condition applies if the Provider is a natural or legal person of a foreign state which has signed an international agreement with the Republic of Lithuania and it is provided for (or will be provided for) to tax the amounts paid to suppliers of a foreign state in accordance with the procedure laid down by the laws of the Republic of Lithuania. Income tax shall not be deducted if the Provider, together with the invoice, submits to the Customer a certificate of residence or any other certificate provided for by the laws of the Republic of Lithuania. If the Provider fails to submit a certificate of residence together with the account, income tax will be deducted from the amounts paid to the Provider in accordance with the procedure established by the laws of the Republic of Lithuania).

## **9. CONDITIONS FOR THE EXCHANGE AND/OR DISTRIBUTION OF EMPLOYERS (SPECIALISTS) PROVIDED FOR IN THE CONTRACT**

9.1. A new employee (specialist) of the Provider or subcontractor (if any) appointed for the performance of the Contract may be replaced or appointed only for one of the following reasons:

9.1.1. being reasonably dissatisfied with the Provider's or subcontractor's assigned employee (specialist) or his competence, the Customer shall have the right to apply to the Provider for replacement of this employee at a written request, stating the reasons;

9.1.2. due to the employee's (specialist's) incapacity for work, termination of the employment contract or for other objective reasons, which the Provider must justify.

9.2. Upon receipt of the Customer's request specified in 9.1.1 sub-paragraph of the General Terms and Conditions, the Provider must, within a reasonable time, but not longer than within 10 (ten) calendar days, appoint another employee (specialist) or ensure that the subcontractor appoints another employee (specialist) who meets the qualification requirements specified in the Procurement Documents, if such requirements have been set for the employee (specialist) performing the Contract. Before appointing a new employee (specialist), the Provider must inform the Customer about him/her and provide the documents confirming the qualification of the new employee (specialist). With the consent of the customer, the parties conclude a written agreement on the replacement of the employee (professional). This Agreement shall be considered an integral part of the Agreement.

9.3. In the case specified in 9.1.2 the sub-paragraph of the General Terms and Conditions, the Provider must inform the Customer in writing at least 3 (three) working days in advance and obtain the Customer's written consent. If qualification requirements are set for the employee (specialist) performing the Contract in the procurement documents, the new (replaced) employee (specialist) must meet all the established qualification requirements. Proof of eligibility must be provided by the Provider to the Customer. With the consent of the Customer, the parties shall conclude a written agreement on the replacement of an employee (specialist) or the use of a new employee (specialist). This Agreement shall be considered an integral part of the Agreement.

## **10. CONDITIONS OF EXCHANGE AND DISPOSAL OF ENTITIES**

10.1. The Provider shall be liable for all obligations under the Contract, whether or not subcontractors are used.

10.2. Prior to the commencement of the Contract, the Provider undertakes to notify the Customer of the name, contact details and representatives of the subcontractor known at that time. The Provider must inform the Customer about changes in this information in accordance with the procedure and within the time limits established in the Agreement for the entire duration of the Agreement, as well as about a new subcontractor, if it intends to use it to perform the Services provided for in the Agreement.

10.3. The Provider may not change the subcontractor or subcontractor indicated in the Proposal (Annex 3 to the Specific Terms and Conditions) without the Customer's consent, the use of which was notified to the Customer before the beginning of the Contract performance (paragraph 10.2. of the General Terms and Conditions).

10.4. At the Provider's initiative, the subcontractor may be replaced in the following cases:

10.4.1. where the subcontractor is bankrupt or being wound up;

10.4.2. when the subcontractor of the Provider for objective reasons (when the legal relationship with the Provider is terminated, the subcontractor refuses to perform the Services) is no longer able to perform all or part of the Services specified in the Agreement;

10.4.3. where provided for in the Public Procurement Act.

10.5. In order to replace or use a subcontractor, the Provider must inform the Customer in writing about the reasons justifying the necessity of replacing or using a subcontractor, provide information about the newly proposed or used subcontractor and obtain the Customer's written consent to the subcontractor's replacement or new appointment.

10.6. The Customer, being reasonably dissatisfied with the subcontractor assigned to perform the Contract or his competence, shall have the right to apply to the Provider in writing for the replacement of this subcontractor, stating the reasons. Upon receipt of the Customer's request to replace the Subcontractor, the Provider must, within a reasonable time, but not longer than within 10 (ten) days, propose another subcontractor for the performance of the Contract and obtain the Customer's consent.

10.7. In the event that the Provider, in order to obtain the Customer's consent referred to in 10.6 the General Terms 10.5 and Conditions or paragraph , relied on the subcontractor's capacities in the Proposal, it must provide the Customer with the documents confirming the conformity of the newly proposed subcontractor's qualification and the documents confirming the absence of grounds for exclusion or the completed European Single Procurement Document, if the simplified procurement (hereinafter referred to as the ESPD) (if applicable), the Customer's consent referred to in paragraph 10.5. If the tender was based on the capacity of the subcontractor, it must provide the Customer with documents confirming the conformity of the newly proposed subcontractor's qualification and documents confirming the absence of grounds for exclusion or the completed ESPD in case of simplified procurement (if applicable).

10.8. If the customer agrees to the substitution of a subcontractor or the use of a new subcontractor, the parties shall conclude a written agreement on the substitution of a subcontractor or the use of a new subcontractor. This Agreement shall become an integral part of the Treaty.

10.9. The Customer may pay the subcontractor directly if this is provided for in the Special Conditions. The terms and conditions of direct payment shall be discussed in a tripartite agreement signed by the Customer, the Provider and the subcontractor.

## **11. ENSUREMENT OF THE IMPLEMENTATION OF CONTRACTUAL ADVANTAGES**

11.1. The manner and amount of securing the fulfilment of the Provider's contractual obligations (hereinafter referred to as the "Security of the Contract") shall be determined in the Special Conditions.

11.2. If the fulfilment of the Provider's contractual obligations is guaranteed by a bank guarantee or a letter of guarantee from the insurance company:

11.2.1. the period of validity of the bank guarantee or the suretyship of the insurance company may not be shorter than the period of validity of the Agreement. If the time limit for the fulfilment of the Provider's contractual obligations is extended, the period of validity of the bank guarantee or the suretyship of the insurance company must be extended accordingly. The Provider must ensure that the extension of the term of the bank guarantee or the suretyship of the insurance company does not create a period of unsecured performance of the Provider's obligations;

11.2.2. The Provider must provide the Customer with a bank guarantee or a guarantee letter from the insurance company within 5 (five) working days from the signing of the Agreement, unless otherwise provided for in the Special Conditions;

11.2.3. the bank guarantee or the surety letter of the insurance company shall be returned to the Provider not later than within 10 (ten) calendar days from the signing of the Service Transfer-Acceptance Act upon receipt of the Provider's written request, unless otherwise provided for in the Special Conditions.

11.3. If the performance of the contractual obligations of the parties is secured by a penalty:

11.3.1. If the Provider delays the provision of the Services within the time limit specified in the Agreement and/or corrects the defects of the Services within the time limit specified by the Customer, the Provider shall pay the Customer default interest of 0.04 per cent on the total amount of the Agreement (including VAT) for each day of delay, unless the Special Conditions provide otherwise;

11.3.2. if the Customer is late in paying for the Services provided properly and on time, he/she shall pay to the Provider for each day of delay 0.04 per cent of the late payment amount (including VAT), unless otherwise provided in the Special Conditions.

## **12. LIABILITIES OF THE PARTIES**

12.1. The liability of the parties shall be determined in accordance with the legislation of the Republic of Lithuania and the Agreement. The Parties undertake to properly fulfil all the terms of the Agreement and to refrain from any action that could cause damage to each other or make it more difficult for the other Party to fulfil its obligations.

12.2. The use of the Contract performance guarantee and/or payment of penalties (fines, late payment interest) does not release the parties from their obligations under the Contract for proper performance.

12.3. The Customer has the right to unilaterally deduct penalties (fines, late payment interest) from any payments made to the Provider.

## **13. ENVIRONMENTAL FORCEMAJEURE**

13.1. A party shall be exempted from liability for failure to perform the Contract if it proves that the failure to perform the Contract was due to circumstances beyond its control and which could not reasonably have been foreseen at the time of conclusion of the Contract and that it could not prevent the occurrence of these circumstances or their consequences (*force majeure*).

13.2. Force majeure shall mean the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and in *the Rules on exemption from liability in the event of force majeure* approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 approving the Rules on exemption from liability in the event of *force majeure*. When determining the circumstances of force majeure, the parties shall be guided by Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 approving the description of the procedure for issuing certificates attesting to *force majeure circumstances*.

13.3. A party who is unable to perform his obligations under the Agreement due to the operation of force majeure must notify the other party thereof in writing within 10 (ten) days from the occurrence of such circumstances or within another time limit agreed by the parties in the Special Conditions.

13.4. After the end of the force majeure, the obligations of the parties under the Agreement shall continue to be fulfilled, unless otherwise agreed by the parties.

13.5. If the force majeure and its consequences last longer than 3 (three) months, each party has the right to refuse to perform its obligations and to terminate the Agreement.

## **14. VALIDITY, MODIFICATION, SUSPENSION AND DISCONTINUATION OF THE CONTRACT**

14.1. The Contract shall enter into force from the date of its signing and the date of submission by the Provider of the security for the performance of the Contract to the Customer (if provided for in the Special Conditions) and shall remain in force until full performance of the obligations. The term for the provision of services may not exceed the time specified in the Special Conditions.

14.2. The terms of the Agreement may be amended during the period of validity of the Agreement in the cases specified in Article 89 of the Law on Public Procurement and in the Agreement.

14.3. An amendment to a contract shall be valid only if it is concluded by a written agreement of the parties to the contract. Agreements between the Parties on the amendment of the Agreement shall become an integral part of the Agreement.

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

14.4.1. In the event of the circumstances provided for in Chapter 13 'Force majeure', the time limits for performance of the Contract shall be suspended from the moment when the obstacle arises or, if it is not notified in due time, from the moment of notification and shall be renewed when the said circumstances no longer prevent performance of the Contract;

14.4.2. In other cases provided for in the Special Conditions of the Contract.

14.5. If the time limits for performance of the obligations under the Agreement have been suspended on the grounds set out in the Agreement, they shall be renewed at the end of the circumstances giving rise to the suspension,

taking into account the ability of the Parties to continue to perform the Agreement and, if the performance of the Agreement has been suspended for more than 3 (three) months, the willingness of the other Party, irrespective of any delay in obtaining the results of the activities. Upon the resumption of the performance of the Contract, the unfulfilled obligations must be performed within the time remaining for the performance of the obligations (the validity of the Contract) at the time of their suspension.

14.6. The contract may be terminated:

14.6.1. by written agreement between the two parties;

14.6.2. by unilateral decision of the Customer. Without reducing other remedies for breach of the Contract, the Customer shall have the right to unilaterally terminate the Contract without going to court by notifying the Provider in writing before 15 (fifteen) calendar days (unless another term is provided for in the Special Terms) if:

14.6.2.1. The Provider does not provide all or part of the Services within the term specified in the Agreement;

14.6.2.2. the contract has been amended in breach of Article 89 of the Law on Public Procurement or the conditions for its amendment provided for in the contract;

14.6.2.3. it transpires that the Provider should have been excluded from the procurement procedure pursuant to Article 46(1) of the Law on Public Procurement or that the Provider poses a threat to national security; as provided for in Article 37(9) of the Law on Public Procurement or, if the Customer establishes the participation of persons or entities referred to 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 appears that the Contract should not have been concluded with the Provider due to the fact that the Court of Justice of the European Union has declared, in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union, that the obligations under the founding Treaties of the European Union and Directive 2014/24/EU have not been fulfilled.

14.6.2.5. The Provider commits a material breach of the Agreement referred to in Section 4 of the Special Conditions;

14.6.3. unilateral decision of the provider. Without reducing other remedies for breach of the Agreement, the Provider shall have the right to unilaterally terminate the Agreement without going to court by notifying the Customer in writing 15 (fifteen) calendar days in advance if the Customer commits a material breach of the Agreement referred to in Chapter 4 of the Special Terms (unless the Special Terms provide for another term);

14.6.4. by decision of either party at any time by written notice to the other party 15 (fifteen) calendar days in advance if the other party goes bankrupt, becomes insolvent or is being wound up.

14.7. Termination of the Contract does not exclude the right to claim damages for non-performance of the Contract. In the event of termination of the Agreement due to the circumstances provided for in 14.6.2.5 sub-paragraphs 14.6.2.1 14.6.2.3- of the General Terms and Conditions, the Provider undertakes to pay a fine of 2 (two) per cent of the value of the Agreement (unless the Special Terms and Conditions provide for another amount of the fine), and this fine shall be considered to be the minimum unproven losses incurred by the Customer due to termination of the Agreement. In addition, the Customer shall have the right to claim compensation for other losses incurred by him which exceed the specified amount of the fine.

14.8. In the event of termination of the Contract, the Customer shall pay the Provider for the Services actually and properly provided (if, according to the nature of the object of the Contract, the subject of the procurement is fair), after deducting the penalties specified in the Contract (if they are applied in accordance with the Contract).

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

15.1. All information communicated by one party to another in any form or manner (even if not marked 'confidential') relating to the conclusion, content and performance of the Agreement shall be considered confidential, with the exception of information which must be published in accordance with the procedure laid down by the Law on Public Procurement, as well as information which, in accordance with the legal acts of the European Union and the Republic of Lithuania, cannot be considered confidential or which is requested by law enforcement, control (audit) and state institutions in accordance with the procedure laid down 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 any purpose other than those specified in the Agreement. If there are reasonable grounds for doing so, the parties shall be entitled to require the party's employees or subcontractors involved in the performance of the Contract to sign a separate confidentiality undertaking.

15.3. The Provider undertakes to process personal data received and acquired in the course of performance of the Contract in accordance with 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. If personal data will be processed during the performance of the Agreement and the Provider will process personal data as a data processor, the parties must conclude an agreement on the processing of personal data in order to determine the conditions for the processing of personal data. This Agreement shall be considered an integral part of the Agreement. The Agreement may be amended by means of a written amendment to the Agreement, which becomes an integral part of the Agreement, and such amendment to the Agreement shall not be considered a substantial amendment to the Agreement.

15.5. The Provider undertakes to implement appropriate technical, organisational and legal measures for the protection of personal data in order to ensure the security of personal data. The measures specified must ensure a level of security appropriate to the risk presented.

15.6. Without the prior written consent of the Customer, the Provider shall not be entitled to use any part of the Agreement or the Customer's name for marketing purposes.

15.7. If a party to the Agreement unlawfully discloses confidential information, personal data or violates other provisions of the Chapter of the Agreement, the injured party shall have the right to demand from the other party to the Agreement to pay a fine of 5 (five) per cent of the value of the Agreement (unless the Special Conditions provide for another amount of the fine), which shall be considered minimum unproven losses, and to demand that other incurred losses exceeding the specified amount of the fine be compensated.

15.8. Without prejudice to the application of the provisions of the Agreement on the right to compensation for damages and liability, in cases where the Provider violates the requirements of the applicable legislation by determining the purposes and means of the processing of personal data, the Provider shall be considered to be the controller of personal data with regard to the processing of personal data and thus assume full responsibility for the processing of such personal data.

15.9. The provisions of this Chapter of the Agreement shall remain in force for an indefinite period after the expiry or termination of the Agreement.

## 16. DISPUTE SOLUTION PROCEDURE

16.1. All disputes or disagreements that may arise in connection with the Agreement and/or may be related to the Agreement shall be settled by negotiation.

16.2. If a dispute arising out of the Agreement cannot be settled by negotiation, such dispute shall be settled in court of the Republic of Lithuania in accordance with the procedure established by laws of the Republic of Lithuania.

## 17. FINAL PROVISIONS

17.1. When modifying the provisions of the General Terms and Conditions, the Parties shall specify such modifications in the Special Terms and Conditions.

17.2. Any notices or other correspondence shall be given to the responsible persons specified in the Special Conditions in person or shall be sent by registered mail or e-mail to the addresses specified in the Special Conditions.

17.3. In performing the Contract, the parties shall be guided by the names, addresses and other details of the parties specified in the Special Conditions. The parties must inform each other as soon as possible of any change in the names, addresses and other company details of the parties specified in the Agreement. A party who fails to comply with this requirement may not make claims or rebuttals if the actions of the opposing party, carried out in accordance with the last requisites known to him, do not comply with the terms of the Agreement or if he has not received the notifications sent using the requisites specified in the Agreement.

17.4. Neither party shall be entitled to assign all or part of the rights and obligations under the Agreement to any third party without the prior written consent of the other party.

17.5. All other issues, not regulated in the Agreement, related to the performance of the Agreement shall be resolved in accordance with the laws and other legal acts of the Republic of Lithuania.

## 18. REQUIREMENTS BY THE PARTIES

### THE CUSTOMER

Bank of Lithuania  
Legal entity code 188607684  
VAT number LT886076811  
Gedimino ave. 6, 01103 Vilnius  
Lithuania  
Tel. +370 5 268 0029  
E-mail: info@lb.lt  
Account number  
LT411010000000123456  
The Bank of Lithuania

### THE PROVIDER

SoftwareONE Czech Republic s.r.o.  
Legal entity code 24207519  
VAT number CZ24207519  
Vyskočilova 1410/1a, Prague 4, 14000  
Czech Republic  
Tel.  
E-mail address: iAccount number

\_\_\_\_\_  
(Signature)



SoftwareOne Czech Republic s.r.o.

Ribotos atsakomybės bendrovė, Vyskočilova 1410/1a, 140 00 Praha, Čekijos Respublika, įregistruota Prahos miesto teisme, bylos numeris C 188674/MSPH, juridinio asmens kodas: 24207519, pridėtinės vertės mokesčio identifikacinis numeris: CZ24207519.

## Lietuvos bankui

**PASIŪLYMAS  
DĖL DUOMENŲ NUTEKĖJIMO PREVENCIJOS (DLP) PROJEKTO  
DIEGIMO KONSULTANTŲ PASLAUGŲ  
PIRKIMO**

2024 m. Spalio Nr. 21 d.  
(data)  
Praha  
(sudarymo vieta)

|   |                                      |
|---|--------------------------------------|
| Tiekėjo pavadinimas ( <i>jeigu dalyvauja tiekėjų grupė, surašomi visi dalyvių pavadinimai</i> )           | SoftwareONE Czech Republic s.r.o.    |
| Tiekėjo adresas ir kodas ( <i>jeigu dalyvauja tiekėjų grupė, surašomi visi dalyvių adresai ir kodai</i> ) | Vyskočilova 1410/1a, Prague 4, 14000 |
| Už pasiūlymą atsakingo asmens vardas, pavardė   |                                      |
| Telefono numeris  |                                      |
| Fakso numeris   |                                      |
| El. pašto adresas   |                                      |

Šiuo pasiūlymu pažymime, kad susipažinome ir sutinkame su visomis Pirkimo sąlygomis, nustatytomis:

- 1) Pirkimo skelbime;
- 2) Pirkimo sąlygose, kituose Pirkimo dokumentuose (jų paaiškinimuose, papildymuose).

Tiekėjas ketina pasitelkti šiuos ūkio subjektus, subtiekėjus, ar specialistus\*:

|  |     |
|--|-----|
| Ūkio subjekto, kurių pajėgumais tiekėjas remiasi, pavadinimas (-ai) ir adresas (-ai)**   | N/A |
| Subtiekėjo (-ų), kurių pajėgumais tiekėjas nesiremia, pavadinimas (-ai) ir adresas (-ai)**   | N/A |
| Specialistas (-ai), kuris (-ie) bus pasitelkiamas (-i), tačiau jis (-ie) nėra tiekėjo ar tiekėjo pasitelkiamo (ų) ūkio subjekto, kurių pajėgumais tiekėjas remiasi, darbuotojas (-ai) pasiūlymo pateikimo metu, bet laimėjimo atveju būtų įdarbintas (-i) (kvazisubtiekėjas (-ai)) | N/A |
| Įsipareigojimų dalis (nurodant konkrečius pagal pirkimo sutartį prisiimamus įsipareigojimus), kuriai ketinama pasitelkti ūkio subjektą (-us), subtiekėją (-us) ar specialistą (-us)  | N/A |

\*Pildyti, jeigu ketina pasitelkti ūkio subjektus, subtiekėjus, ar specialistus

\*\* Jei pasitelkiami ūkio subjektai, specialistai (išskyrus kvazisubtiekėjus), kurių pajėgumais bus remiamasi įrodinėjant tiekėjo kvalifikaciją, bei (jei taikoma) subtiekėjas (-ai), kurių pajėgumais tiekėjas nesiremia, **pateikti šių ūkio subjektų daliai užpildytą EBVPD.**

Mūsų siūlomų paslaugų kaina yra:

1 lentelė

| Paslaugų pavadinimas  | Mato vnt.     | Preliminarus kiekis* | Vieneto įkainis be PVM, Eur | Viso kaina be PVM, Eur |
|---|---------------|----------------------|-----------------------------|------------------------|
| 1   | 2             | 3                    | 4                           | 5 (3*4)                |
| Duomenų nutekėjimo prevencijos (DLP) projekto diegimo konsultantų paslaugos | Darbo valanda | 1000*                | 88.5                        | 88500                  |
| <b>PVM, Eur</b>   |               |                      |                             | 0                      |
| <b>Bendra pasiūlymo kaina** su PVM, Eur</b>                                 |               |                      |                             | 88500                  |

\*Nurodyta darbo valandų apimtis nėra Perkančiosios organizacijos įsipareigojimas išpirkti visą preliminarų darbo valandų kiekį. Paslaugos bus perkamos atsižvelgiant į faktinį Perkančiosios organizacijos poreikį. Į pirkimo sutartį bus įrašytas paslaugų mato vieneto įkainis. Apmokėjimas už suteiktas paslaugas bus vykdomas už faktišką suteiktų paslaugų kiekį, neviršijant pirkimo sutartyje nurodytos maksimalios sutarties kainos.

\*\* Bendra pasiūlymo kaina naudojama tik pasiūlymų vertinimui ir palyginimui. Bendra pasiūlymo kaina negali viršyti **123 966,94 Eur be PVM, 150 000,00 Eur su PVM** (Perkančiosios organizacijos Paslaugoms įsigyti maksimali planuojama lėšų suma).

Kai pagal galiojančius teisės aktus tiekėjui nereikia mokėti PVM, jis nurodo priežastis, dėl kurių PVM nemoka \_\_\_\_\_.

***Teikdami šį pasiūlymą, mes patvirtiname, kad į mūsų siūlomas kainas įskaičiuotos visos išlaidos ir visi mokesčiai ir kad mes prisiimame riziką dėl visų išlaidų, kurias, teikdami pasiūlymą ir laikydamiesi Pirkimo dokumentuose nustatytų reikalavimų, privalėjome įskaičiuoti į siūlomą kainą. Taip pat mes patvirtiname, kad mūsų siūlomos Paslaugos visiškai atitinka Pirkimo dokumentuose nustatytus reikalavimus ir kad visa pasiūlyme pateikta informacija yra teisinga, atitinka tikrovę ir apima viską, ko reikia, kad sutartis būtų tinkamai įvykdyta. Teikdami šį pasiūlymą, įsipareigojame perkančiajai organizacijai, kad pirkimo sutartį vykdys tik teisę verstis atitinkama veikla turintys asmenys (pasirenkama, kai pirkimo metu tiekėjo kvalifikacija tikrinama ne visa apimtimi.***

Kartu su pasiūlymu pateikiami dokumentai:

| Eil. Nr. | Pateikto dokumento pavadinimas  | Dokumento puslapių skaičius |
|----------|---|-----------------------------|
|          | PS 5 priedas Paslaugas teikiančių specialistų sąrašas forma                                 | 19                          |
|          | PS 6 priedas Tiekėjo suteiktų paslaugų sąrašas forma  | 2                           |
|          | PS 7 priedas Nac. saugumo reikalavimų atitikties deklaracijos forma                         | 1                           |
|          | PS 8 priedas. Tiekėjo deklaracija dėl atitikties Reglamento nuostatomis fiziniam asmeniui   | 1                           |
|          | PS 9 priedas. Tiekėjo deklaracija dėl atitikties Reglamento nuostatomis juridiniam asmeniui | 1                           |
|          | Certification transcript  | 5                           |
|          | ISO certifiacet   | 1                           |

Ši pasiūlyme nurodyta informacija yra konfidenciali (PO šios informacijos negali atskleisti tretiesiems asmenims)\*\*\*\*

| Eil. Nr. | Pateikto dokumento pavadinimas |
|----------|--------------------------------|
|----------|--------------------------------|

|     |
|-----|
| N/A |
|-----|

\*\*\*\*Tiekėjui nenurodžius, kokia informacija yra konfidenciali, laikoma, kad konfidencialios informacijos pasiūlyme nėra. **Vadovaujantis VPI PO įpareigota viešinti laimėjusį pasiūlymą ir sudarytą sutartį. PO nebus atsakinga už pavišintą informaciją, kuri tiekėjo nebuvo nurodyta kaip konfidenciali.**

**Pasiūlymas galioja iki 2025 m. vasario 28 d. (tiekėjas nurodo ne trumpesnį nei Pirkimo sąlygose reikalaujamas pasiūlymo galiojimo terminą).**

Jei tiekėjas nenurodo pasiūlymo galiojimo termino, laikoma, kad pasiūlymas galioja iki termino, nustatyto Pirkimo dokumentuose.

Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su Pasiūlymu pateikiamų dokumentų tikrumą.

Igaliojimai

(Tiekėjo vadovo ar jo įgalioto<sup>1</sup>  
asmens pareigų pavadinimas)

\_\_\_\_\_  
(Parašas)

\_\_\_\_\_  
(Vardas ir pavardė)

<sup>1</sup> Jei pasiūlymą pirkimui pasirašo vadovo įgaliotas asmuo, prie pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę