

CONTRACT NO. 5.23.1 E-2025-16-(5.23.1 Mr, 5.23)

5 March 2025

The Contract is made between:

1. **Viešoji įstaiga Kauno mokslo ir technologijų parkas** (Eng. Public Institution Kaunas Science and Technology Park), company registration number 303562022, VAT code LT100009138419, K. Petrauskas St. 26, LT-44156 Kaunas, Lithuania, represented by Paulius Nezabitauskas, director, (hereinafter referred to as the Client) on the one side,

and

2. **MM HUB, Mila Marinkovic, PR**, company registration number 62679263, tax identification number 107345324, Gospodar Jevremova 45, 11000 Belgrade, Serbia, represented by Mila Marinkovic, owner, (hereinafter referred to as the Provider) on the other side.

Both participants in this contract are herein jointly referred to as "Contracting Parties".

The Contracting Parties have agreed on the following:

Article 1. Subject of the Contract

a. The subject matter of this contract is expert consultations for engagement in activities related to the development of projects for tenders with the main purpose of development new business area (hereinafter referred to as "Services"). Detailed description of the services is provided in the Annex 1 "Technical Specification" that is inseparable part of this contract.

b. Other costs not covered by this contract will be paid by separate agreement.

Article 2. Rights and duties

a. During the validity of the Contract, the Provider must:

- i. to provide the Services to the extent and within the terms provided for in the Contract and its Annex 1 "Technical Specification";
- ii. to act honestly and prudently in the best interests of the Client (priority of the Client's interests);
- iii. to warn the Client if the observance of its instructions endangers the suitability of the Services, as well as to notify about other circumstances due to which the Provider is unable to provide the Services properly and in a timely manner;
- iv. upon the request of the Client, provide all information about the Services or the course of their provision;

b. After providing the Services, the Provider shall submit to the Client a VAT invoice for the Services provided.

c. The Client has the right to provide the Services and use third parties to perform the Contract, committing that the Contract will be performed only by persons entitled to do so.

d. The Provider has the right to freely choose the methods and means of performance of the Contract in accordance with the provisions of the Contract.

e. The Client has the right to refuse to carry out the Client's instructions if such instructions contradict the legal acts, established rules of professional ethics, standards, professional ethics or the terms of the Contract.

f. During the validity of the Contract, the Client must:

- i. to accept the provided services within the terms and in accordance with the procedure provided for in the Contract;
- ii. to pay the Contract price in accordance with the procedure established in the Contract;
- iii. to provide all information related to the Services, as well as to ensure that this information (data) is correct;
- iv. to perform other obligations provided for in this Contract.

Article 3. Contract price and payment procedure

a. The Contracting Parties agree on the fixed price of this one day which is EUR 250,00. No VAT will be paid on top of this figure.



- b. Interim payments are made. Interim payments shall be made on the basis of invoices submitted by the Provider.
- c. The total price of the Contract includes all fees and other expenses related to the Services paid by the Provider.
- d. The Client pays within 15 working days from the day of submission of the Provider's invoice.

Article 4. Liability of the parties

- a. Each Party shall indemnify the other Party for all direct losses incurred by the other Party as a result of non-performance or improper performance of its obligations under this Contract.
- b. Interest for late payment of the Contract Price shall be charged at the rate of 0.02% for each day of delay from the total price of the Contract.
- c. If the Provider fails to provide or improperly provides the Services provided for in the Contract due to his fault, the Provider undertakes to pay the Client interest - 0.02% from the amount of services not provided or improperly provided.
- d. The Contracting Parties agree that interest shall begin to run on the day following the end of the relevant period and shall end when the respective Party has fulfilled its obligations.

Article 5. Contract termination

- a. If the Provider fails to perform the Contract in time due to its own fault, the Client has the right to terminate the Contract and appoint a third party to provide the Services.
- b. The Client has the right to terminate the Contract if the Contractor goes to bankrupt or is unable to perform the contractual obligations and, upon the Client's request, fails to provide reliable evidence of the possible performance of these obligations in the future.
- c. In case of important reasons, the Client has the right to terminate the Agreement by giving 15 calendar days' notice in writing. In that case, the Client shall pay the Provider for the part of the Services that is provided until the moment when the Provider has received the notice of termination of the Contract.
- d. If the Client terminates the Agreement for the reasons specified in clauses a. and b. of the Article 5., the Provider shall reimburse the Client for all reasonable direct costs incurred in connection with the provision of the Services specified in the Contract and compensate for direct losses incurred as a result of such termination.

Article 7. Dispute settlement

- a. Disputes, disagreements, or claims arising out of or in connection with the Agreement shall be settled by negotiation.
- b. If the parties do not agree within 30 days from the beginning of the negotiations, disputes shall be settled in court in accordance with the procedure established by the Code of Civil Procedure of the Republic of Lithuania, the applicable law shall be the law of the Republic of Lithuania.

Article 8. Confidentiality obligations and processing of personal data

- a. The Parties undertake to comply with the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as the "Regulation"), the Law on Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts regulating the processing of personal data, including, but not limited to, the names, surnames, and contact details of their employees, proxies, members of their governing bodies, employees of their subcontractors, and other representatives of the Parties, in the performance and processing of the Agreement.
- b. The Parties undertake to inform each other in writing of any personal data breach involving personal data transferred by the other Party, indicating the nature and extent of the breach and the measures taken or recommended to be taken to mitigate the negative consequences of the breach.

Article 9. Other provisions

- a. The contract enters into force from the moment of signing and is valid for 12 months, with the option to extend it in writing for a further 6 months.
- b. The terms of the Contract may be changed during the term of the Contract only in the cases and according to the procedure provided for in Article 89 of the Law on Public Procurement of the Republic of Lithuania.



- c. The contract is subject to environmental (green) criteria. A procurement is considered to be green if it is for an intangible (intellectual) service not involving the creation of a tangible object, the provision of which is not expected to have a significant negative impact on the environment, does not create a source of pollution or generate waste.
- d. Any materials, documents or other information provided by the Client to the Contractor for the purpose of performance of the Contract shall remain the property of the Client.
- e. This Contract is drawn up in English. Signed with a physical signature and sent as a 'document scan'. The original will not be sent. A scanned document with the signature of both parties will be considered a valid version.

f. Persons responsible for the performance of the contract:

The Client	The Provider
Project expert Tomas Černevičius, Email: tomas.cernevicius@techpark.lt	Owner Mila Marinkovic, Email: milamarinkovic@hotmail.com

ADDRESSES AND SIGNATURES OF THE CONTRACTING PARTIES:

The Client

Public Institution Kaunas Science and Technology
Park (VšĮ Kauno mokslo ir technologijų parkas)
K. Petrausko St. 26, LT-44156 Kaunas
Phone +370 684 86848
Code 303562022
VAT payer code LT100009138419
Bank account LT267300010002510045
AB „Swedbank, bank code 73000
Director
Paulius Nezabitauskas



The Provider

MM HUB, Mila Marinkovic, PER

Gospodar Jevremova 45, 11000 Belgrade, Serbia
Phone 0631663176
Code 62679263
Tax identification number 107345324



Owner
Mila Marinkovic

5. March 2025



(signature and date)

MILA MARINKOVIĆ PREDUZETNIK
AGENCIJA ZA KONSULTANTSKE AKTIVNOSTI
MM HUB
BEOGRAD (STARI GRAD)

TECHNICAL SPECIFICATION

1. Description of the activities - Business development for Europeaid service contracts

1.1. Preparation activities (to be done only once, and then regularly updated)

Activity	No of days
Preparation of formal documents for EoI–Financial capacity, human capacity, organise all other formal doc.	1
Preparation of all project references-Europeaid template. Sorting out evidences for the project references, i.e. Contract of the Client, Final Client letter etc. Gathering in one place/folder/document relevant Client services, used methodologies, available in-house expertise/knowledge/tools	2
Prepare the list of the forecasted / opened tenders/ list of links to follow tenders, List of possible partners and contacts	2
Contact, organise online meetings with the network of consulting companies. Introduce the new player in the market, presentation of the organisational profile, project references etc.	2
Visit to KP, meet the team, understand the organisation, meet potential associates/experts who are interested for the engagement	3-4
Total:	10-11

1.2. Regular activities

Activity	No of days
Preparation of formal documents for EoI: – Search for potential Consortia partners. Meetings with Consortia Lead. Negotiate consortia arrangement. Get approval from the KP management. Arranging documents on financial capacity, human capacity. Preparation of the statements. Adjustment of the Project references. Definition of specialisms.	2
Preparation for the tender (if shortlisted): <ul style="list-style-type: none"> • Preparation of the KP profile, preparation of the formal documentation KP • Search for KEs, adjustment of their CVs • Provide input to the proposal, comments etc. • Coordination and consultation meetings with Consortia Lead/Partners 	3-5
Total:	5-7

2. Description of the activities - Business development for GIZ contracts

Activity	No of days
Preparation activities: networking, positioning, online meetings with possible Consortia partners-organisations that are active on GIZ tenders, optional visit to GiZ HQ	3-5
Preparation of tender if part of Consortia	5-7
Preparation of the tender if lead (depends on the involvement of other KP employees). Estimate: it is needed up to 20 WDs to prepare full GiZ tender	10-12
Total:	18-24