

APPROVED

By Order of Director of Public Procurement Service

No. 1S-209 of 30 December 2024

**SPECIAL TERMS AND CONDITIONS OF THE SERVICE PROCUREMENT AND SALE  
CONTRACT**

<b>Title of contract</b>	Expert and Consulting Services		
<b>Date of contract</b>		<b>Contract No.</b>	2025-P-00734

<b>1. CONTRACT PARTIES</b>		
<b>1.1. Customer</b>	1.1.1. Title	Lithuanian University of Health Sciences
	1.1.2. Legal entity code	302536989
	1.1.3. Address	A. Mickevičiaus g. 9, LT-44307 Kaunas
	1.1.4. VAT identification number	LT100005579315
	1.1.5. Bank settlement account	
	1.1.6. Bank, bank code	
	1.1.7. Phone number	+ 370 37 327 201
	1.1.8. E-mail address	rektoratas@lsmu.lt
	1.1.9. Representative of a party	Rector prof. Rimantas Benetis
	1.1.10. Basis for representation	
<b>1.2. Service provider</b> )	1.2.1. Name, surname	
	1.2.2. Legal entity code/identification No	
	1.2.3. Address	
	1.2.4. VAT identification number	
	1.2.5. Bank settlement account	
	1.2.6. Bank, bank code	
	1.2.7. Phone number	
	1.2.8. E-mail address	
	1.2.9. Representative of a party	
	1.2.10. Basis for representation	

<b>2. RESPONSIBLE PERSONS</b>	
<b>2.1. Customer's contact persons responsible for the performance of the contract, acceptance of Services, acceptance of Invoices via the SABIS information system</b>	Center for International Relations and Studies
<b>2.2. Service provider's contact persons responsible for the performance of the contract</b>	
<b>3. OBJECT OF THE CONTRACT</b>	
<b>3.1. Object of the Contract</b>	The service provider undertakes to provide the customer with Services under the terms and conditions set forth in the Contract – expert and consulting services (hereinafter referred to as the Services). A detailed description of the services and other requirements for the eervices provided are set in Appendix No. 1 “Technical Specification” (hereinafter referred to as the Technical Specification) and Appendix No. 2 “Proposal” to the Contract.
<b>3.2. Procurement name and number</b>	
<b>3.3. Information about a project financed by the European Union or another project</b>	Not applicable
<b>4. TERMS OF SERVICE PROVISION AND PROCEDURE FOR TRANSFER AND ACCEPTANCE OF SERVICES</b>	
<b>4.1. The term of service provision, when the Services are of a one-time nature, provided periodically or according to the Customer's order</b>	The total term of service provision is six (6) months after the Contract enters into force. The place of service provision is the Lithuanian University of Health Sciences. Other terms of service are specified in Appendix No. 1 "Technical Specification" to the contract.
<b>4.2. Extension of the term for the provision of services/part thereof/stage/period</b>	Not applicable
<b>4.3. Ordering procedure</b>	Orders are submitted <input type="text"/> phone, as specified by the service provider, and are considered received on the next business day after the order is submitted.
<b>4.4. Concerning the minimum order value or volume</b>	Not applicable

<b>4.5. Documents submitted</b>	The following documents must be submitted: Invoice (the invoice may be considered as the Service Transfer-Acceptance Act). If the service provider fails to submit the indicated documents, the services shall be deemed not compliant with the requirements set forth in the Contract.
<b>5. CONTRACT PRICE AND PAYMENT PROCEDURE</b>	
<b>5.1. Price calculation method applicable to the contract</b>	Fixed rate pricing
<b>5.2. Initial contract value and contract price when <u>fixed pricing</u> applies</b>	<p>The initial value of the Contract is (10.000,00) EUR (ten thousand euros) excluding VAT. VAT amounts to (0) EUR (0 euros). The price of the Contract is (10.000,00) EUR (ten thousand euros) including VAT.</p> <p>In this Contract, the value of the Initial Contract is equal to <b>the maximum amount of funds allocated for the procurement, excluding VAT</b>, specified in the procurement documents and the Contract for the procurement of the Services at the rates specified in the Service Provider's proposal, excluding VAT. The Customer shall purchase the Services as needed at the rates specified in the Contract or its Appendix No.2 without exceeding the price of the Contract. The quantity of Services specified in separate lines in the Contract or its Appendix No. 2 may be changed (increased or decreased).</p> <p>The minimum Initial contract value is (6000,00) EUR six thousand euros, 0 ct.) excluding VAT.</p>
<b>5.3. Recalculation of contract prices/rates using <u>review</u> rules</b>	<p>The contract price shall be recalculated:</p> <p>5.3.1. due to a change in the VAT rate; 5.3.2. not applicable 5.3.3. due to a change in the price level; 5.3.4. not applicable</p>
<b>5.3.1. Review of contract prices/rates due to change in VAT rate</b>	<p>If, during the term of the Contract, there are changes in the laws governing VAT payments that directly affect the price/rates specified in the Contract for the Services provided by the Service Provider, the price/rates of the Contract shall be recalculated without changing the price/rate of the Services excluding VAT.</p> <p>The recalculation shall be formalised by an Agreement no later than within 10 (ten) calendar days from the change in the legislation governing VAT payments, which shall become an integral part of the Contract.</p> <p>The recalculated Contract price/rates shall be formalised by an Agreement and shall apply from the date of introduction of the new VAT (regardless of when the Agreement is signed).</p>

<p><b>5.3.2. Review of contract prices/rates due to changes in other taxes affecting the price/rates of Services</b></p>	<p>Not applicable</p>
<p><b>5.3.3. Review of contract prices/rates due to changes in price levels</b></p>	<p>5.3.3.1. Either Party to the Contract shall have the right to initiate a review (change) of the rates under the Contract during the term of the Contract no earlier than 6 (six) months after the Contract enters into force (if a review has already been performed – from when the Agreement enters into force on the last recalculation in accordance with this clause of the Special Conditions), if the change in the prices of consumer goods and services (k), calculated as specified in clause 5.3.3.6, exceeds 8 percent. The Contract rates shall be reviewed at least every 6 (six) months.</p> <p>5.3.3.2. The Contract rates shall be reviewed only for the part of the Contract that has not been redeemed, i.e. for Services that have not been accepted and paid for. A subsequent review of the Contract rates may not cover the period for which a review has already been carried out.</p> <p>5.3.3.3. If the provision of Services is delayed due to the Service Provider's fault, the rates for the delayed Services shall not be recalculated due to price increases (they may be reduced, but not increased).</p> <p>5.3.3.4. When reviewing the rates under the Contract, the Parties shall be guided by the data from the Indicators Database published by the State Data Agency on the Official Statistics Portal. The other Party shall not be required to submit an official document or confirmation issued by the State Data Agency or another institution.</p> <p>5.3.3.5. The Parties shall specify in the Agreement the value of the consumer goods and services 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 price change (k), the recalculated rates of the Contract, and the recalculated value of the Initial Contract.</p> <p>5.3.3.6. The new rates of the Contract shall be calculated according to the formula below:</p> <p><math>a_1 = a + (k/100 \times a)</math>, where a – rate (EUR excluding VAT) (if the review has already been performed, then after the last recalculation)  a<sub>1</sub> – recalculated (changed) rate (EUR excluding VAT)  k – change in consumer goods and services prices (increase or decrease) (%) calculated according to the consumer price index ("Consumer goods and services"). The value of "k" is calculated according to the formula:  <math>k = \text{Ind}_{\text{latest}} / \text{Ind}_{\text{start}} \times 100 - 100</math>, (percent) where</p>

	<p>Indlatest – the latest consumer goods and services index (Consumer Goods and Services) published on the date of sending the request for rate review to the other Party.</p> <p>Indstart – the consumer goods and services index ("Consumer Goods and Services") on the start date (month) of the period. In the case of the first recalculation, the start of the period (month) is the month in which the Contract entered into force. In the case of the second and subsequent recalculations, the beginning of the period (month) is the month of the published value of the relevant index used at the time of the last recalculation.</p> <p>5.3.3.7. For the purposes of calculation, the values of the indices are taken to four decimal places. The calculated change (k) is used for further calculations rounded to one digit after the decimal point, and the calculated rate "a1" is rounded to two digits after the comma.</p> <p>5.3.3.8. A Party seeking a review of the rates under the Contract must submit a written request to the other Party, providing all necessary information: the title, number and date of the Contract; a list of undelivered and unpaid Services with quantities; index values with references to public sources on the Official Statistics Portal of the State Data Agency or other official sources; other important information. In the Request, the Party shall not have the right to specify another index or request a recalculation based on an index other than that specified in this procedure.</p> <p>5.3.3.9. The Agreement must be concluded within 10 (ten) calendar days from the date of receipt of a valid request from the Party to recalculate the rates under the Contract.</p> <p>5.3.3.10. The Parties shall not have the right to change the procedure specified in the procedure or other provisions of the Contract by agreement, unless the change is made in accordance with the provisions of the Public Procurement Law.</p>
<p><b>5.3.4. Review of contract prices/rates due to changes in price levels in accordance with changes in service group prices</b></p>	<p>Not applicable</p>
<p><b>5.4. Calculation of Contract prices/rates using <u>quantity</u> (<u>volume</u>) change rules</b></p>	<p>Not applicable</p>
<p><b>5.5. Terms and procedure for settlement with the Service Provider</b></p>	<p>The Customer shall pay the Service Provider no later than within 30 (thirty) calendar days from the date of receipt of the Invoice.</p> <p>Terms of payment:</p> <p>2) upon completion of the Order, payment shall be made for the specific quantity/volume in accordance with the established rates.</p>
<p><b>5.6. Advance payment</b></p>	<p>Not applicable</p>

<b>5.7. Advance payment guarantee</b>	Not applicable
<b>6. SERVICE QUALITY AND GUARANTEE COMMITMENTS</b>	
<b>6.1. Guarantee period</b>	Not applicable
<b>6.2. Deadline for rectifying service deficiencies</b>	Not applicable
<b>6.3. Procedure for implementing and verifying qualitative criteria</b>	Not applicable
<b>7. SUB-SERVICE PROVIDERS AND/OR SPECIALISTS ENGAGED FOR THE PERFORMANCE OF THE CONTRACT</b>	
<b>7.1. Sub-service providers and/or specialists are engaged for the performance of the Contract</b>	Sub-service providers and/or specialists are not involved in the performance of the Contract.
<b>8. ENSURING THE FULFILMENT OF OBLIGATIONS UNDER THE CONTRACT</b>	
<b>8.1. Ensuring the fulfillment of obligations under the Contract</b>	The performance of obligations under the Contract shall be secured by penalties (interest for late payment, fines).
<b>8.2 Expiration date of performance security</b>	Not applicable
<b>8.3. Submission of performance security</b>	Not applicable
<b>9. RESPONSIBILITY OF THE PARTIES</b>	
<b>9.1. Penalties applicable to the Customer for late payment under the Contract</b>	If the Customer, having received a properly submitted and completed Invoice, delays payment for the quality Services properly provided by the Service Provider within the period specified in the Contract, the Service Provider shall charge the Customer interest on arrears at a rate of 0.08 (eight hundredths) percent of the unpaid amount excluding VAT for each day of delay from the date following the specified deadline.
<b>9.2. Penalties applicable to the Service Provider</b>	<p>9.2.1. If the Service Provider is late in providing the Services or fails to fulfill other contractual obligations, the Customer shall charge the Service Provider a late payment interest of 0.08 (eight hundredths) percent for each day of delay from the date indicated in the Contract for the price of the Services not provided on time or other contractual obligations not fulfilled, excluding VAT.</p> <p>9.2.2. The Service Provider shall pay the Customer a penalty within 30 (thirty) days of the Customer's request, unless the amount of the penalty is deducted from the amount payable to the Service Provider.</p>
<b>9.3. A penalty shall be imposed on the Service Provider/Customer upon</b>	9.3.1. Upon termination of the Contract due to a material breach of the Contract as specified in the Special Conditions of the Contract, a penalty of 5 (five) percent of the Initial Contract

<b>termination of the Contract due to a material breach of the Contract or unjustified termination of the Contract in a manner not specified in the Contract</b>	value indicated in point 5.2 of the Special Conditions shall be payable.  9.3.2. In the event of unjustified termination of the Contract in a manner not specified in the Contract, a penalty of 3 (three) percent of the Initial Contract value specified in point 5.2 of the Special Conditions shall be payable.
<b>9.4. The Service Provider shall be fined for replacing existing sub-service providers or specialists / engaging new sub-service providers without complying with the procedure for replacing sub-service providers and/or specialists specified in the General Terms and Conditions</b>	Not applicable
<b>9.5. Penalties imposed on Service Provider for non-compliance with environmental and/or social criteria</b>	Not applicable
<b>9.6. Penalty imposed on Service Provider/Customer for failure to comply with confidentiality requirements</b>	A fine of EUR 500.00 (five hundred euros and 00 cents) shall be imposed for failure to comply with confidentiality requirements.
<b>9.7. Penalties imposed on the Service Provider for failure to meet the quality criteria set in the procurement documents during the performance of the Contract</b>	Not applicable
<b>9.8. Penalties imposed on the Service Provider for failure to extend the Contract performance guarantee</b>	Not applicable
<b>9.9. The Service Provider shall be subject to a fine for failure to comply with the requirements for the use of the Customer's symbols, name, and trademark in advertising or marketing,</b>	Failure to comply with the requirements for the use of the Customer's symbols, name, and trademark in advertising or marketing, as well as failure to comply with the prohibition on using the intellectual results of the Customer's activities, shall be subject to a fine of EUR 500.00 (five hundred euros and 00 cents).

<b>and for failure to comply with the prohibition on using the intellectual results of the Customer's activities</b>	
<b>9.10. Other penalties</b>	
<b>10. KEY TERMS OF THE CONTRACT</b>	
<b>10.1 Key terms of the Contract</b>	Not applicable
<b>10.2. Significant or persistent failures to perform essential terms of the Contract</b>	Not applicable
<b>11. VALIDITY AND AMENDMENT OF THE CONTRACT</b>	
<b>11.1. Conclusion and entry into force of the Contract</b>	This Contract shall be deemed concluded and shall enter into force on the date of signing of the Contract (on the date of signing by the second Party). The Contract shall remain in force until the obligations have been fulfilled in full (until the value of the Initial Agreement has been exhausted), but its term may not exceed 7 (seven) months from the date of entry into force of the Contract.
<b>11.2. Extension of the term of the Contract</b>	Not applicable
<b>12. TERMINATION OF THE CONTRACT</b>	
<b>12.1. Grounds for termination of the Contract</b>	The Contract may be terminated by written agreement between the Parties or unilaterally in accordance with the procedure set in the General Terms and Conditions.
<b>12.2. Key breaches of the Contract</b>	12.2.1. If the Service Provider fails to fulfill the obligations for the price/rates specified in the Contract; 12.2.2. not applicable; 12.2.3. not applicable; 12.2.4. if the Service Provider fails to comply with the Terms of service provision specified in the Contract 2 (two) times in a row or is late in providing the Services by more than 10 (ten) calendar days from the date of service provision specified in the Contract; 12.2.5. if the Service Provider violates the deadlines for the provision of Services and the amount of penalties calculated for the delay exceeds 20 (twenty) percent of the Initial Contract value; 12.2.6. if the Service Provider violates the deadlines for the provision of Services and the Services become unnecessary due to the delay in the provision of Services; 12.2.7. if the Service Provider provides Services that do not meet the requirements for Services specified in the Contract and/or laws more than 2 (two) times; 12.2.8. Not applicable;

	<p>12.2.9. if the Service Provider violates the provisions of this Contract governing competition, intellectual property, or the management of confidential information;</p> <p>12.2.10. if the Service Provider violates the provisions of the General Terms and Conditions regarding the use of new sub-service providers and/or specialists for the performance of the Contract and/or the replacement of existing sub-service providers and/or specialists;</p> <p>12.2.11. if the Service Provider and/or joint activity partner (if applicable), and/or sub-service provider (if applicable) do not have a valid environmental management system certificate during the provision of services for which the Contract sets out environmental management system requirements, and/or do not submit a certificate renewal (do not acquire a new one);</p> <p>12.2.12. if the Service Provider violates a key term of the Contract two (2) times.</p>
<b>13. ENVIRONMENTAL AND SOCIAL CRITERIA</b>	
<b>13.1. Environmental protection criteria related to the services being procured</b>	<p>Environmental protection criteria Services are determined in accordance with the procedure for the application of environmental protection criteria in green procurement, approved by Order No. D1-508 of the Minister of the Environment of the Republic of Lithuania on 28 June 2011 "On the Approval of the Procedure for the Application of Environmental Protection Criteria in Green Procurement" (hereinafter referred to as the Procedure) 4.4.3.</p> <p>If it is established that if the Service Provider does not comply with the criterion/criteria established in this subpoint, the Service Provider shall be subject to a fine in the amount specified in point 9.5 of the Special Conditions.</p>
<b>13.2. Social criteria related to the Services purchased</b>	Not applicable
<b>14. CHANGES AND ADDITIONS TO THE GENERAL TERMS AND CONDITIONS</b> (if necessary due to the specific nature of the object of the Contract)	
<b>14.1.</b>	<p>(to be filled in if a point of the General Terms and Conditions of the Contract is amended by rewording it):</p> <p>The Parties agree to amend and reword the specified point of the General Terms and Conditions of the Contract: _____.</p>
<b>14.2.</b>	<p>(to be filled in if the General Terms and Conditions of the Contract are supplemented with new provisions):</p> <p>The Parties agree to supplement the General Terms and Conditions of the Contract with the specified point, but not to amend the numbering of other points: _____.</p>
<b>14.3.</b>	<p>(to be filled in if the relevant point of the General Terms and Conditions of the Contract is removed):</p> <p>The parties agree to remove the specified point from the General Terms and Conditions of the Contract, but not to amend the numbering of the other points: _____.</p>

<b>14.4.</b>	(to be filled in if provisions other than those set forth in the General Terms and Conditions of the Contract regarding the intellectual property of the Services are established):
<b>14.5.</b>	Alternative provisions specified in the General Terms and Conditions of the Contract (with the note "if applicable" etc.) shall apply only if they are specifically described in the Special Terms and Conditions or appendixes to the Contract.
<b>15. APPENDIXES OF THE CONTRACT</b>	
<b>15.1. Appendix No. 1</b>	<b>Technical specification;</b>
<b>15.2. Appendix No. 2</b>	<b>Proposal of service provider</b>
<b>16. SIGNATURES OF THE REPRESENTATIVES OF THE PARTIES</b>	
<b>CUSTOMER</b>	<b>SERVICE PROVIDER</b>

2025-07-31



V

# GENERAL TERMS AND CONDITIONS OF THE SERVICE PROCUREMENT AND SALE CONTRACT

## 1. KEY CONCEPTS AND INTERPRETATION OF THE CONTRACT

### 1.1. Concepts

1.1.1. In this Contract, the concepts written in capital letters have the following meanings:

1.1.1.1. **Agreement** – a document concluded by the Parties amending the terms of the Contract to the extent permitted by the PPL;

1.1.1.2. **Contract** – the Service Procurement and Sale Contract, consisting of the Terms of the Contract, the appendixes and the Agreements listed in the Special Terms and Conditions;

1.1.1.3. **Contract Price** – the amount payable to the Service Provider under the Contract, including all mandatory taxes and expenses;

1.1.1.4. **Customer** – the person identified in the Special Terms and Conditions as the Customer procuring the Services indicated in the Special Terms and Conditions and Appendixes to the Contract;

1.1.1.5. **Defects in Services** – non-compliance of the quality of the provision of Services or the result with the requirements of the Contract or (and) laws and other legal acts, hidden defects, operational malfunctions, etc., identified by the Customer or (and) third parties during the transfer-acceptance of the Services or during the guarantee period for the Services indicated in the Contract (if applicable), due to which the result of the Services could not be used for the purpose for which the Customer intended to use them (the Services) or due to which the usefulness of the Services would decrease in such a way that the Customer, knowing about those defects, would either not have procured those Services at all, or would not have paid such a price for the Services;

1.1.1.6. **General Terms and Conditions** – the part of the Contract titled “General Terms and Conditions of the Service Procurement and Sale Contract”;

1.1.1.7. **Initial Contract Value** – the value indicated in the Special Terms and Conditions excluding value added tax (hereinafter referred to as VAT);

1.1.1.8. **Invoice** – an invoice, VAT invoice or other payment document issued by the Service Provider and submitted to the Customer for payment for the Services duly provided by the Service Provider and accepted by the Customer. If the Contract provides for the provision of Services in stages or periods, the Invoice may be submitted for each stage or period separately;

1.1.1.9. **Order** – an order for the provision of Services submitted by the Customer to the Service Provider in writing (by text message, email, via the information system indicated by the Customer, etc.). The Order is sent by the methods and contacts indicated in the Special Terms and Conditions and is considered to have been properly sent and received in accordance with the procedure established in the Special Terms and Conditions;

1.1.1.10. **Parties** – the Customer or the Service Provider together;

1.1.1.11. **Party** – the Customer or the Service Provider, each separately, depending on the context;

1.1.1.12. **PPL** – the Public Procurement Law of the Republic of Lithuania.

1.1.1.13. **Services** – the services indicated in the Special Terms and Conditions and Appendixes to the Contract. The concept “Services” used in the Contract covers all activities related to the provision of

Services, including, but not limited to, the provision of Services, the transfer of their results, the elimination of defects, the supply of goods and the submission of documents related to the Services (instructions, certificates, etc.), if this is provided for in the Contract or is necessary in order to create and transfer the result of the Services to the Customer;

1.1.1.14. **Service Provider** – a person who is named in the Special Terms and Conditions as the Supplier providing the Services indicated in the Special Terms and Conditions;

1.1.1.15. **Service Transfer-Acceptance Act** – a document by which the Service Provider transfers and the Customer accepts the Services and (or) the result of the Services and by which the Parties confirm that the Services provided meet the established requirements. If the Contract provides for the provision of Services in stages or periods, the Service Transfer-Acceptance Act may be drawn up for each stage or period separately;

*Amendments to the sub-point:*

No. 1S-52, 2025-04-17, published in the TAR on 2025-04-18, i. k. 2025-06847

1.1.1.16. **Special Conditions** – a part of the Contract titled “Special Terms and Conditions of the Service Procurement and Sale Contract” and which specifies the conditions governing the acquisition of the subject of the procurement (such as the Initial Contract Value, Terms of Service Provision, etc.) and other specific data (such as the Parties, Services, etc.), the listed appendixes, as well as the indicated amendments and supplements to the General Terms and Conditions (if any);

1.1.1.17. **Terms of the Contract** – the General Terms and the Special Terms together;

1.1.1.18. The meanings of other capitalised concepts in the Contract are indicated in the text of the Contract.

1.1.2. Concepts not defined in the Contract shall be understood and interpreted as defined in the Public Procurement Law and other laws and legal acts in force at the time of conclusion and execution of the Contract.

1.1.3. Other concepts and terms used in the Contract shall have a general meaning or the special meaning closest to the nature of the Contract, unless their different meaning is established and explained in the Contract.

## 1.2. Interpretation of the Contract

1.2.1. The Contract is concluded and must be interpreted in accordance with the legal acts of the Republic of Lithuania.

1.2.2. If the General and (or) Special Terms and Conditions conflict with the requirements of the Public Procurement Law and other legal acts, the provisions of the Public Procurement Law and other legal acts shall apply.

1.2.3. Day in the Contract means a calendar day.

1.2.4. Business day in the Contract means any day, except Saturday, Sunday and public holidays in Lithuania indicated in the Labor Code of the Republic of Lithuania.

1.2.5. Terms under the Contract are calculated in years, months, weeks, business days, calendar days, hours and minutes.

1.2.6. Qualification, reliance on the capacities of other economic entities, Scope of Services, review are understood as established in the Public Procurement Law and its implementing legal acts.

1.2.7. If it is not mandatory to require a Service Transfer-Acceptance Act as a separate document, the Parties agree, and this is clearly indicated in the Special Terms and Conditions, that the Service Transfer-Acceptance Act shall be considered an Invoice. In cases where an Invoice is issued and the Service Transfer-Acceptance Act is not signed, the provisions of the Contract regarding the issuance of a Service Transfer-Acceptance Act shall also apply to the issuance of an Invoice.

1.2.8. To inform, notify, warn or respond means to provide information, notification, warning or response in accordance with the procedure established in the General and/or Special Terms and Conditions.

1.2.9. To approve means to provide written approval or to sign a document without reservations or with reservations, except in cases where a person, when signing a document, indicates that he or she refuses to approve it.

1.2.10. Unless otherwise indicated in the Contract, words used in the singular form shall also mean the plural and vice versa, words of one gender shall also include corresponding words of another gender, the word person shall mean both natural and legal persons.

1.2.11. If the meaning indicated in the Contract differs in numbers and words, the meaning indicated in words shall prevail.

1.2.12. If references are made to legal acts, the current versions of the legal acts shall apply, unless indicated otherwise.

### **1.3. Supremacy of Documents**

1.3.1. The documents constituting the Contract shall be understood as complementing each other. In the event of any discrepancy or ambiguity in the terms of the Contract documents, such discrepancy or ambiguity shall be resolved by interpreting the documents in the following order:

1.3.1.1. Technical Specification;

1.3.1.2. Special Terms and Conditions;

1.3.1.3. General Terms and Conditions;

1.3.1.4. Procurement Documents (excluding the Technical Specification);

1.3.1.5. Proposal;

1.3.1.6. Other Appendixes listed in the Special Terms and Conditions.

1.3.2. In the event that the terms of the Contract are amended by the Agreement of the Parties, the newly agreed terms of the Contract shall prevail over the amended terms.

1.3.3. If the Parties conclude an Agreement to supplement the Terms of the Agreement or an Appendix with a new provision, in case of inconsistency or ambiguity, such provision shall prevail over the other terms of the Contract or other provisions of that Appendix, respectively.

1.3.4. If the Parties agree on a new Appendix, the Parties shall agree on the place of inclusion of the new Appendix in the list of Appendixes and its significance for the interpretation of the Contract. If a new Appendix is inserted into the list of Appendixes, it shall be given a sequential number with a superscript, taking into account the order and importance of the Appendixes (for example, Appendix No. 41).

## **2. OBJECT OF THE CONTRACT**

2.1. The Service Provider undertakes to provide the Services to the Customer in accordance with the terms and conditions indicated in the Contract, and the Customer undertakes to accept the Services in

accordance with the terms and conditions of the Contract and duly rendered, and to pay to the Service Provider the price indicated in the Contract in accordance with the terms and conditions of the Contract.

2.2. The Parties, when performing the Contract, undertake to comply with all requirements of laws and other legal acts applicable to the performance of the Contract. The Party has the right to demand that the other Party comply with all requirements of laws and other legal acts applicable to the performance of the Contract. None of the terms of the Contract shall mean and may not be interpreted as a waiver by the Customer of other rights and guarantees of the Customer provided for in laws and other legal acts and not discussed in the Contract, related to the improper provision of Services or their quality, or as a waiver by the Service Provider of other rights and guarantees of the Service Provider provided for in laws and other legal acts and not discussed in the Contract, regarding the receipt of remuneration for the Services provided.

2.3. The Service Provider must ensure that the Services comply with the requirements of the technical specification and the terms of the Service Provider's proposal, are of high quality, are provided properly and on time, in accordance with the terms of the Contract in a manner that best meets the interests of the Customer, in accordance with the best generally recognised professional, technical standards and practices, using all necessary skills and knowledge.

### **3. SERVICE PROVIDER AND OTHER PERSONS INVOLVED IN THE PERFORMANCE OF THE CONTRACT**

#### **3.1. Qualification and Other Obligations Assumed by the Service Provider in the Proposal**

3.1.1. The Service Provider is responsible for ensuring that the Service Provider is competent, reliable and capable (including the capabilities of the economic entities on whose capabilities the Service Provider relies) to fulfill the requirements of the Contract throughout the entire period of performance of the Contract:

3.1.1.1. has the right to engage in the activities necessary for the performance of the Contract. Upon request by the Customer, the Service Provider must provide documents proving that the Contract is performed only by persons with such a right;

3.1.1.2. meets the requirements for the qualification of service provider indicated in the procurement documents and does not have grounds for exclusion set in the procurement documents;

3.1.1.3. complies with the obligations indicated in the Service Provider's proposal, including, but not limited to, meeting the values and parameters of the criteria indicated in the Service Provider's proposal, due to which its proposal was selected as the most economically advantageous (hereinafter referred to as the **Qualitative Criteria**). The procedure for verifying compliance with the obligations indicated in this sub-point is established in the Special Terms and Conditions;

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3.1.1.4. ensure the application of the established quality management system and/or environmental management system standards, if required by the procurement documents, and have supporting documents;

3.1.1.5. meet the interests of national security and are not registered (permanently resident or have citizenship) in countries or territories considered unreliable, if such requirements were provided for in the procurement documents.

3.1.2. In the event that the Service Provider is a group of service providers operating on the basis of a joint activity agreement, its members shall be jointly and severally liable to the Customer for the performance of the Contract. If the Service Provider relies on the capabilities of economic entities in order to meet the requirements for financial and economic capacity, the Service Provider shall be jointly and severally liable with such economic entities for the performance of the Contract (if this was required by the procurement documents).

3.1.3. The Service Provider is also responsible for ensuring that the Service Provider, sub-service providers and specialists directly performing the Contract meet the professional qualification and other requirements indicated in laws and other legal acts and/or procurement documents and have the right to engage in the activities for which they are engaged.

### **3.2. Use and Replacement of Sub-Service Providers and Specialists**

3.2.1. The Service Provider undertakes to ensure that the Contract will be performed by sub-service providers and/or specialists who meet the qualification and other requirements indicated in the procurement documents and are proposed in the procurement. The actions of these persons in the performance of the Contract shall entail the same consequences and liability for the Service Provider as the Service Provider's own actions. The Service Provider shall be liable for the actions or inaction of its sub-service providers and specialists.

3.2.2. The sub-service providers and/or specialists (if any) used for the performance of the Contract shall be specified in the Special Terms and Conditions.

3.2.3. The Service Provider may change and/or use sub-service providers and/or specialists in the cases and in accordance with the procedure established in this subsection of the Contract.

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3.2.4. A new sub-service provider or specialist may begin to perform the obligations assigned to them by the Service Provider under the Contract no earlier than the Agreement is signed.

3.2.5. If the Service Provider engages a new sub-service provider or replaces an existing sub-service provider and/or specialist without the Customer's written consent, or if the contractual obligations under the Contract are performed by sub-service providers and/or specialists who do not meet the qualification requirements set in the procurement documents, the requirements of the quality management system and/or environmental management system standards, the requirements for the absence of grounds for exclusion, compliance with national security interests and the requirements for not being registered (permanently residing or having citizenship) in countries or territories considered unreliable (if applicable) and the conditions specified in the Service Provider's proposal to substantiate the Qualitative Criteria indicated in the procurement documents (if applicable), the Service Provider shall be subject to a penalty of the amount set in the Special Terms and Conditions.

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3.2.6. The Service Provider has the right to use new sub-service providers not specified in the Special Terms and Conditions for the performance of the Contract, whose capacities the Service Provider did not rely on to substantiate the qualification requirements provided for in the procurement documents.

3.2.7. After concluding the Contract, but no later than the commencement of the Contract, the Service Provider undertakes to notify the Customer of the names, legal entity code, contact details and representatives of the sub-service providers known at that time, whose capacities the Service Provider did not rely on to substantiate the qualification requirements provided for in the procurement documents.

3.2.8. The Service Provider may, at any time during the performance of the Contract, change the sub-service providers, whose capacities the Service Provider did not rely on to substantiate the qualification requirements provided for in the procurement documents, at the Service Provider's own discretion.

3.2.9. The Service Provider, at any time during the performance of the Contract, must inform the Customer no later than 5 (five) business days before the intended use and/or change of a new sub-service provider, whose capabilities the Service Provider did not rely on to substantiate the qualification requirements indicated in the procurement documents. The Customer (if applicable in the procurement documents) must verify whether there are any grounds for excluding the sub-service provider and whether the sub-service provider complies with national security interests and the requirements not to be registered (permanently residing or having citizenship) in countries or territories considered unreliable. If the sub-service's situation does not meet at least one of the specified requirements, the Customer shall require that this sub-service provider be replaced by sub-service provider that meets the requirements. The Customer shall inform the Service Provider in writing within 5 (five) business days of the consent to use and/or change a new sub-service provider, whose capabilities the Service Provider did not rely on to substantiate the qualification requirements set in the procurement documents. Upon the Customer's consent, the Parties sign the Agreement, which is considered an integral part of the Contract.

3.2.10. Sub-service providers, on whose capacities the Service Provider relied to meet the qualification requirements indicated in the procurement documents, may be replaced only in the following cases:

3.2.10.1. when a bankruptcy case has been filed against the sub-service provider, bankruptcy proceedings have been initiated outside the court procedure, it becomes insolvent or there is a probability of insolvency, it suspends economic activities or when an analogous situation arises in accordance with the procedure established in laws and other legal acts;

3.2.10.2. when the sub-service provider, due to objective reasons (for example, the sub-service provider refuses to participate in the performance of the Contract, the termination of legal relations with the Service Provider, etc.), is no longer able to fulfill all or part of the obligations provided for in the Contract;

3.2.10.3. The Service Provider or the sub-service provider must replace the the sub-service provider if it turns out that it does not meet the requirements set in the procurement documents.

3.2.11. The Service Provider's (or sub-service providers') specialists performing the Contract may be replaced in the following cases:

3.2.11.1. On the Service Provider's initiative for objective reasons (for example, vacation, illness, termination of employment, etc.), upon submission of data on the intended newly appointed specialist and documents confirming their qualifications and compliance with other requirements indicated in the procurement documents;

3.2.11.2. On the Customer's initiative, if the Customer has reasonable suspicions that the specialist appointed to perform the Service Provider's Contract is incompetent to perform the established duties;

3.2.11.3. The Service Provider or sub-service provider must replace the specialist if it turns out that they do not meet the requirements set forth in the procurement documents.

3.2.12. At the time of submitting the Service Provider's request to replace the specialist and/or sub-service provider, the new specialist and/or sub-service provider must meet the requirements for the specialist and/or sub-service provider in the procurement documents and the values of the Quality Criteria specified in the Service Provider's proposal.

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3.2.13. The Service Provider must submit the following documents to the Customer no later than 5 (five) business days before the intended sub-service provider, whose capabilities the Service Provider relied on to meet the qualification requirements set in the procurement documents, and (or) the specialist, the following documents:

3.2.13.1. a reasoned written request to change the sub-service provider and (or) the specialist, explaining the circumstances of the change. The Customer reserves the right to request evidence substantiating the circumstances of the change;

3.2.13.2. documents proving the qualifications of the new sub-service provider and (or) the specialist, compliance with the Quality Criteria (if applicable), the required quality management system and (or) environmental management system standards (if applicable), the absence of grounds for exclusion and compliance with the interests of national security and the requirements not to be registered (permanently residing or having citizenship) in countries or territories considered unreliable (if applicable) in accordance with the requirements of the Contract.

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3.2.14. The Customer, having received the Service Provider's request with other documents specified in the Contract, shall, within 5 (five) business days, assess the possibility of a change and inform the Service Provider in writing of its agreement to change the sub-service provider on whose capabilities the Service Provider relied to meet the qualification requirements set in the procurement documents, and (or) the specialist. Upon the Customer's consent, the Parties shall sign the Agreement, which shall be considered an integral part of the Contract.

### **3.3. Changing Joint Activity Partners**

3.3.1. The Service Provider, performing the Contract as a group of service providers operating on the basis of a joint activity agreement, has the right to refuse the joint activity partner (hereinafter referred to as the Partner) if, due to objective and justified circumstances, the Partner is no longer able to perform the Contract, including, but not limited to, cases where the Partner does not comply with the provisions of the PPL or other legal acts, poses a threat to national security, international sanctions have been applied to the Partner as understood in the Law on International Sanctions of the Republic of Lithuania (hereinafter referred to as the Law on Sanctions), the Partner's difficult financial condition, which determines the non-performance of the Contract and (or) refusal to perform it, or other unforeseen objective reasons have arisen, which determine the Partner's withdrawal from the joint activity agreement.

3.3.2. The Service Provider, performing the Contract as a group of service providers operating on the basis of a joint activity agreement, has the right to change the Partner if, due to reorganisation, restructuring or bankruptcy procedures, the rights and obligations of the initial Partner are taken over in whole or in part by another Partner. Such a change of Partner may not lead to other substantial changes to the Contract and may not be intended to avoid the application of the PPL and other legal acts.

3.3.3. The Service Provider must submit the following documents to the Customer no later than 10 (ten) business days before the intended change or refusal of the Partner:

3.3.3.1. a reasoned written request to change the composition of the Service Provider and evidence substantiating at least one circumstance of the Partner's refusal or change specified in the Contract;

3.3.3.2. a draft of a new joint activity agreement or amendment to an existing joint activity agreement, which, in the event of a Partner's withdrawal, must state that the obligations of the withdrawing Partner shall be assumed in full by the remaining Partner and/or the newly recruited Partner;

3.3.3.3. documents confirming the qualifications of the remaining Partner or the newly recruited Partner and, if applicable, documents proving the requirements of the quality management and/or environmental management system standards. In all cases, the qualification of the remaining Partner or the newly recruited Partner must be no lower than that of the departing Partner (meeting the qualification requirements set in the procurement documents, which were met by the departing Partner, and meeting the specialist qualifications specified in the proposal of the departing Partner and other conditions to substantiate the Qualitative Criteria set in the procurement documents (if applicable). If a new Partner is recruited, also in accordance with the requirements specified in the procurement documents, documents shall be submitted substantiating the absence of grounds for the exclusion of the engaged Partner and compliance with national security interests and requirements not to be registered (permanently residing or having citizenship) in countries or territories considered unreliable (if applicable).

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3.3.4. The Customer, having received the Service Provider's request with other documents specified in the Contract, shall, within 10 (ten) business days, assess the possibilities of change and inform the Service Provider in writing of its consent or disagreement to refuse or change the Partner. Upon the Customer's consent, the Parties shall sign the Agreement, which shall be considered an integral part of the Contract. Before signing the Agreement, the Customer shall be provided with a copy or transcript of the new joint activity agreement or amendment to the existing joint activity agreement.

### **3.4. Direct Account Settlement Agreements with Sub-Service Providers**

3.4.1. Upon the request of sub-service providers, the Customer shall settle accounts with them directly. The Customer shall provide for the possibility of direct account settlement with the sub-service providers indicated in the Contract under the following conditions and procedure:

3.4.1.1. upon conclusion of the Contract, the Service Provider undertakes to provide the Customer in writing, no later than the commencement of the Contract, with the names, representatives and contact details of the sub-service providers known at that time. The Customer shall also require the Service Provider to inform about any changes to the aforementioned information throughout the performance of

the Contract;

3.4.1.2. The Customer shall inform the sub-service providers in writing of the possibility of direct account settlement no later than within 3 (three) business days from the date of receipt of the information specified in point 3.4.1.1 of the General Terms and Conditions;

3.4.1.3. the sub-service provider, wishing to exercise such an option, shall submit a written request to the Customer. When a sub-service provider expresses a desire to use the direct account settlement option, a tripartite agreement is concluded between the Customer, the Service Provider and this sub-service provider, which describes the procedure for direct account settlement with the sub-service provider, taking into account the requirements set in the Contract and the sub-service provision contract;

3.4.1.4. the possibility of direct account settlement with sub-service providers does not change the Service Provider's liability for the performance of the Contract.

## **4. COOPERATION BETWEEN THE PARTIES**

### **4.1. Obligation of Cooperation Between the Parties**

4.1.1. When performing the Contract, the Parties must cooperate to the maximum extent and promptly exchange information, as well as provide each other with written notices immediately of the occurrence or existence of any event, condition or circumstance that may affect the performance of the Contract or cause its breach.

4.1.2. The Parties undertake to ensure that each other will provide documents and (or) other information that are necessary for the proper performance of the Parties' obligations under the Contract.

4.1.3. If a Party encounters an obstacle to the performance of the Contract, it must immediately, but no later than within 5 (five) business days, warn the other Party about such obstacles and take all reasonable measures within its power to eliminate those obstacles.

### **4.2. Contact Persons**

4.2.1. Upon conclusion of the Contract, each Party shall appoint a contact person responsible for the performance of the Contract (e.g., acceptance of the results of the Services, submission and receipt of Orders, etc.) and indicate their contact details in the Special Terms and Conditions.

4.2.2. If a Party wishes to replace the designated contact person with another person or wishes to appoint another person to temporarily perform the functions of the contact person during the period when the contact person is temporarily unable to perform their functions, the Party must inform the other Party in advance and provide the other Party with the contact details of such person: name, surname, e-mail address and phone number.

4.2.3. In the event that it becomes apparent that the Party's contact person is temporarily unable to perform their duties (due to illness, injury, or other unforeseen reasons), the Party shall immediately, but no later than on the next business day, appoint another contact person to temporarily perform the functions of the contact person and notify the other Party thereof. When changing the persons performing the functions of contact persons, the Agreement shall not be concluded in accordance with point 20.5 of the General

Terms and Conditions.

## **5. DOCUMENTS TO BE SUBMITTED DURING THE PERFORMANCE OF THE CONTRACT**

5.1. If the Service Provider has to prepare and/or submit instructions for using the results of the Services to the Customer, they must be clear and detailed so that the Customer can properly use the results of the Services in accordance with them.

5.2. In the event that training and/or testing is to be performed under the Contract, the Service Provider must provide the Customer with instructions for use prior to such training and/or testing, and after the training and/or testing, revise and supplement the instructions for use, taking into account the course and results of the training and/or testing.

5.3. If the documents necessary for the use of the Service result require translation, the related costs shall be borne by the Service Provider. If the Service Provider translates the documents necessary for the use of the Service result independently, it shall be responsible for the accuracy of the translation of these documents.

## **6. END OF SERVICE PROVISION AND ACCEPTANCE OF SERVICE RESULTS**

### **6.1. End of Service Provision**

6.1.1. The provision of services shall be deemed complete when all of the following conditions have been fulfilled:

6.1.1.1. The Service Provider has provided all Services in accordance with the requirements of the Contract and laws and other legal acts;

6.1.1.2. The Service Provider has provided the Customer with all necessary documentation, including instructions for use, certificates, and warranties (if required);

6.1.1.3. The Service Provider has trained the Customer's personnel on how to use the results of the Services (if required);

6.1.1.4. The Service Transfer-Acceptance Act or the Service Transfer-Acceptance Act have been signed, if the provision of services is planned in stages or periods, or another document provided for in the Contract, upon the signing of which the Services are deemed to have been accepted;

6.1.1.5. The Service Provider has fulfilled other conditions provided for in laws and other legal acts, the Contract, and the proposal, which must be fulfilled in order for the provision of Services to be considered complete, and has submitted documents proving this to the Customer.

### **6.2. Transfer-Acceptance of Services that are One-Off in Nature, Provided Periodically or According to the Customer's Order**

6.2.1. The Service Provider shall provide the Services and transfer the results of the Services (if applicable) to the Customer, and the Customer must accept the Services provided in a high-quality manner and in compliance with the requirements of the Contract and laws and other legal acts. The

Services must be provided in the manner and within the time limits specified in the Special Terms and Conditions.

6.2.2. The result of the Services shall be transferred to the Parties by signing the Service Transfer-Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer-Acceptance Act is signed with a secure electronic signature), one for each Party. If the Service Transfer-Acceptance Act is not required as a separate document, the Parties agree and clearly indicate in the Special Terms and Conditions that the Invoice shall be considered the Service Transfer-Acceptance Act.

6.2.3. After the Service Provider has provided the Services, the Customer shall inspect them and shall:

6.2.3.1. accept the result of the Services no later than within 5 (five) business days from the actual provision of the Services and the submission of the Service Transfer-Acceptance Act by signing the Service Transfer-Acceptance Act; or

6.2.3.2. accept the result of the Services with reservations by signing the Service Transfer-Acceptance Act and the defect report drawn up during the inspection of the Services, in which the Customer must indicate the deficiencies of the Services or the documents submitted by the Service Provider noticed during the acceptance of the Services and the procedure for eliminating those deficiencies (hereinafter referred to as the **Defect Report**); or

6.2.3.3. refuse to accept the result of the Services and deliver (or send) the Defect Report to the Service Provider regarding the unsuitable Services or part thereof.

6.2.4. The Service Transfer-Acceptance Act must specify the date when the Service Provider provided the Services and submitted all necessary documents.

6.2.5. If defects in the Services are identified which do not constitute non-compliance with the requirements set in the Contract and their removal does not prevent the Customer from using the results of the Services for their intended purpose, the Customer may accept the Services with reservations, draw up a Defect Report, and set reasonable deadlines for the Service Provider to remedy the defects in the Services. The Service Provider must eliminate the defects in the Services within the reasonable time limits specified by the Customer, in accordance with Sub-section 7.3 of the General Terms and Conditions, "Elimination of Services Defects". If the Service Provider fails to meet the deadlines for remedying the deficiencies in the Services, the provisions of Sub-section 7.4 of the General Terms and Conditions, "Customer's Rights if the Service Provider Fails to Eliminate Defects in the Services," shall apply.

6.2.6. If the Customer fails to submit (send) the Defect Report to the Service Provider within 5 (five) business days of receiving the Service Transfer-Acceptance Act, it shall be deemed that the Customer has accepted the Services and has no claims against them.

6.2.7. The risk of loss, damage, or accidental destruction of goods related to the Services shall pass from the Service Provider to the Customer from the moment of actual acceptance of such Services.

6.2.8. The Customer shall have the right to use the results of the Services (if applicable) only after signing the Service Transfer-Acceptance Act.

6.2.9. If the Service Provider has provided the Services earlier than the deadline for the provision of the Services specified in the Special Terms and Conditions, but the Services have defects and the Service Provider does not remedy these defects by the end of the deadline for the provision of the Services indicated in the Special Terms and Conditions, the Service Provider shall be subject to penalties in the

amount specified in the Special Terms and Conditions until the date of proper provision of the Services.

### 6.3. Transfer-Acceptance of Services Provided in Stages

6.3.1. The Service Provider shall provide the Services and deliver the results of the Services to the Customer in stages, and the Customer shall accept the Services provided in a specific stage in a high-quality manner and in compliance with the requirements of the Contract and laws and other legal acts. The Services shall be provided in stages in accordance with the sequence and deadlines specified in the Special Terms and Conditions.

6.3.2. The results of the Services provided at a specific stage shall be transferred to the Parties by signing the Service Transfer-Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer-Acceptance is signed with a secure electronic signature), one for each Party. If the Service Transfer-Acceptance Act is not required as a separate document, the Parties agree and clearly indicate in the Special Terms and Conditions that the Invoice shall be considered the Service Transfer-Acceptance Act.

6.3.3. The Customer shall sign each Service Transfer-Acceptance Act on the condition that all previous stages have been accepted, unless otherwise specified in the Special Terms and Conditions.

6.3.4. Upon provision of the Services specified in all stages, i.e. upon completion of the Services, a final Service Transfer-Acceptance Act of delivered Services shall be signed.

6.3.5. Upon provision of the Services by the Service Provider at a specific stage, the Customer shall check the results of the Services and shall:

6.3.5.1. accept the results of the stage of the Services no later than within 5 (five) business days from the actual provision of the stage of the Services and the submission of the Service Transfer-Acceptance Act by signing the Service Transfer-Acceptance Act; or

6.3.5.2. accept the result of the Services stage with reservations by signing the Service Transfer-Acceptance Act and the Defect Act drawn up during the inspection of the Services stage, in which the Customer must indicate the deficiencies of the Service stage or the documents submitted by the Service Provider noticed during the acceptance of the Service stage and the procedure for eliminating those deficiencies (hereinafter referred to as the **Defect Act**); or

6.3.5.3. refuse to accept the result of the Service stage and deliver (or send) the Defect Act to the Service Provider for improperly provided Services at this stage.

6.3.6. The Service Transfer-Acceptance Act shall specify the date on which the Service Provider provided the Services at a specific stage and submitted all necessary documents (if applicable).

6.3.7. If defects in the Services are identified that do not constitute non-compliance with the requirements set in the Contract, the Customer may accept the results of the stage of the Services with reservations draw up a Defect Act, and set reasonable deadlines for the Service Provider to remedy the defects in the Services. The Service Provider shall remedy the defects in the Services within the reasonable time limit specified by the Customer in accordance with Sub-section 7.3 of the General Terms and Conditions "Elimination of Services Defects". If the Service Provider fails to meet the deadlines for eliminating the defects in the Services, the provisions of Sub-section 7.4 of the General Terms and Conditions "Customer's Rights if the Service Provider Fails to Eliminate Defects in the Services" shall apply.

6.3.8. If the Customer fails to submit (send) the Defect Act to the Service Provider within 5 (five

business days of receiving the Service Transfer-Acceptance Act, it shall be deemed that the Customer has accepted the Services at the specific stage and has no claims against them.

6.3.9. The Customer shall have the right to use the results of the Services provided in stages only after the final Service Transfer-Acceptance Act has been signed, unless otherwise provided in the Special Terms and Conditions.

6.3.10. The deadline for the performance of any subsequent stage of the Services related to the provision of the previous stage of the Services shall not be automatically extended if the Customer fails to sign the Service Transfer-Acceptance Act for the previous stage due to the Service Provider's fault.

6.3.11. If the Service Provider has provided the Services earlier than the deadline for the stage of the Services specified in the Special Terms and Conditions, but the Services have defects and the Service Provider does not eliminate these defects by the end of the deadline for the stage of the Services specified in the Special Terms and Conditions, the Service Provider shall be subject to penalties in the amount specified in the Special Terms and Conditions until the date of proper provision of the Services.

## **7. GUARANTEE OBLIGATIONS OF THE SERVICE PROVIDER**

### **7.1. Guarantee Terms (if Applicable)**

7.1.1. The guarantee term applicable to the results of the Services is specified in the legislation and/or applied by the Service Provider, as indicated in the Service Provider's offer, technical specification or Special Terms and Conditions. The guarantee term shall commence on the date of signing the Service Transfer-Acceptance Act.

7.1.2. The guarantee terms shall be suspended for as long as the Customer is unable to properly use the Service result due to identified defects for which the Service Provider is responsible. If the Customer is unable to use only a specific part of the result of the Services due to defects in the Services, the guarantee terms shall be suspended only in respect of that part.

7.1.3. The Service Provider shall not be liable for any defects in the Services that arise due to improper use or maintenance of the Services or due to the fault of the Customer, its personnel, or third parties, provided that the Service Provider is not at fault for such defects in the Services or improper use or maintenance of the Services.

### **7.2. Claims for Service Defects**

7.2.1. If the Customer discovers any defects in the Services during the guarantee term indicated in the Contract (if applicable), they must immediately, but no later than within 30 (thirty) days and no later than the end of the guarantee term, submit a written claim to the Service Provider and set reasonable terms, if not indicated in the Special Terms and Conditions, for the elimination of the defects in the Services.

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7.2.2. The Service Provider shall eliminate all defects in the Services for which the Service Provider is responsible free of charge within a reasonable period specified in the Customer's claim, unless specific

terms are specified in the Special Terms and Conditions, which shall be calculated from the date of receipt of the claim.

7.2.3. If the Service Provider does not acknowledge the defects in the Services, either Party may request an independent expert opinion. If the Service Provider fails to respond within 10 (ten) days of the Customer's request or fails to engage an independent expert agreed with the Customer (the Customer may not unreasonably refuse to give their consent to the Service Provider to engage the proposed expert) to resolve the dispute, or if the dispute has lasted longer than 30 (thirty) days from the Customer's first request, the Customer shall have the right to independently request an expert examination. In such a case, the costs of the expert examination shall be covered by:

7.2.3.1. if the result of the Services complies with the requirements specified in the Contract and in laws and other legal acts – the Customer;

7.2.3.2. if the result of the Services does not meet the requirements specified in the Contract and in laws and other legal acts – the Service Provider.

7.2.4. The conclusions of the expert examination shall be binding on the Parties.

7.2.5. The Customer shall not lose the right to make a claim regarding the defects of the Services, and the Service Provider shall be obliged to eliminate all defects of the Services free of charge, regardless of whether those defects could have been identified at the time of signing the Service Transfer-Acceptance Act.

### **7.3. Elimination of Service Defects**

7.3.1. The Service Provider shall eliminate any defects in the Services free of charge. If any defects are found in the goods related to the Services, the Service Provider shall eliminate such defects by repairing the goods or part thereof or by replacing the goods with new goods or part thereof.

7.3.2. The Customer shall provide access to the Service Provider to eliminate the defects in the Services so that the Service Provider can do so within the specified time limits. If the defects in the goods related to the provision of the Services are eliminated at the place of use of the goods, the Customer and the Service Provider shall agree on the time for eliminating the defects in the goods.

7.3.3. If defects are found again in the repaired part of the goods related to the provision of Services, the Service Provider must replace the goods with new quality goods, unless the Customer agrees in writing to repair the goods again.

7.3.4. After the defects in the result of the Services have been eliminated, the guarantee term for the result of the Services (or for the repaired or new goods or part thereof related to the Services) shall recommence from the date of proper delivery of the Services (or goods related to the Services) to the Customer.

7.3.5. If the elimination of defects in part of the Services may affect other parts of the Services, the Customer may request the Service Provider to repeat the tests performed under the Contract (if such tests were provided for). The Customer must submit such a request to the Service Provider in writing within 30 (thirty) days after the elimination of the defects. Such tests shall be performed in accordance with the conditions of the tests performed earlier, except that they must in all cases be performed at the Service Provider's risk and expense.

7.3.6. The Service Provider, having eliminated all defects in the Services, shall notify the Customer

thereof.

7.3.7. Within 5 (five) business days after receiving the Service Provider's notification of the elimination of defects in the Services, the Customer must check the defects specified in the Defect Act or the Customer's claim and confirm in writing which defects in the Services have been properly eliminated.

#### **7.4. Customer's Rights if the Service Provider Fails to Eliminate Defects in the Services**

7.4.1. If the Service Provider refuses to eliminate or fails to eliminate the defects in the Services within a reasonable period of time set by the Customer, the Customer shall have the right to:

7.4.1.1. eliminate the defects in the Services itself or by hiring third parties, informing the Service Provider thereof in advance, and demand that the Service Provider reimburse the costs of the expert examination of the Services and the elimination of the defects in the Services and cover the losses incurred; or

7.4.1.2. demand a reduction in the amount payable to the Service Provider and a refund of the overpayment resulting from this reduction within 30 (thirty) days of the end of the period set for the Service Provider to eliminate the defects in the Services, if this does not conflict with the principles established in the PPL; or

7.4.1.3. refuse the Services and not pay for such Services or demand a refund of the amount paid for the Services and terminate the Contract.

7.4.2. The amount payable to the Service Provider under the Contract shall be reduced by the amount by which the value of the Services to the Customer is reduced due to the unsatisfactory result of part of the Services or defects in the goods related to the provision of the Services, if the value of such part of the Services and (or) the value of the goods can be deducted from the total value of the Services. The reduction in the value of the Services shall include, inter alia, the Customer 's costs for assessing and eliminating the defects in the part of the Services and/or goods (if the price of such part of the Services and/or goods was indicated at the time of procurement).

7.4.3. The Service Provider shall satisfy the Customer's monetary claim under Sub-point 7.4.4 of the General Terms and Conditions within 30 (thirty) days or within a longer reasonable period indicated in the Customer's claim.

7.4.4. For the delay in remedying the defects in the Services, the Customer shall require the Service Provider to pay the penalty indicated in the Special Terms and Conditions.

## **8. SERVICE PROVISION TERMS**

### **8.1. Service Terms and Delivery Schedule**

8.1.1. The Service Provider must provide the Services in accordance with the deadlines specified in the Special Terms and Conditions.

8.1.2. If applicable, the Customer shall, no later than within 14 (fourteen) business days after the Contract enters into force or within another deadline indicated in the procurement documents, prepare and submit to the Service Provider for approval a schedule for the provision of Services (hereinafter referred to as the **Schedule**).

8.1.3. If relevant, the Schedule shall indicate which Services may be provided in parallel and which may only be provided in the indicated order.

## **8.2. Penalties for Delay in Provision of Services**

8.2.1. If the Service Provider misses the deadlines for the provision of Services specified in the Special Terms and Conditions, the Service Provider shall be subject to penalties in the amount specified in the Special Terms and Conditions until the date of provision of the Services.

8.2.2. If the Service Provider misses the term for the provision of the Services or a stage thereof, the penalty shall be calculated from the end of the term for the provision of the Services or a stage thereof (exclusive) until the date of provision of the Services or a stage thereof (inclusive), as specified in the Service Transfer-Acceptance Acts.

8.2.3. If penalties are calculated for the Service Provider under this Contract, the amount payable by the Customer for the Services shall be reduced by the amount of the calculated penalties. The Customer shall also have the right to unilaterally deduct the calculated penalties from any payments made to the Service Provider in accordance with the procedure established by law, by notifying the Service Provider in writing of such deduction.

## **9. METHODS OF ENSURING THE FULFILLMENT OF CONTRACTUAL OBLIGATIONS**

The performance of the Parties' obligations under the Contract shall be secured by the means of securing the performance of obligations under the Contract specified in Section 8 of the Special Terms and Conditions, the procedure for securing the performance of contractual obligations indicated in Section 10 of the General Terms and Conditions, the advance payment guarantee specified in Sub-point 12.1.3 of the General Terms and Conditions (if the amount of the advance payment is indicated in the Special Terms and Conditions and an advance payment guarantee is required), and the penalties indicated in Section 9 of the Special Terms and Conditions.

## **10. PERFORMANCE OF THE CONTRACT GUARANTEE (IF APPLICABLE)**

10.1. The provisions of this section shall apply if the Special Terms and Conditions stipulate that, in order to ensure proper performance of the Contract, the Service Provider must provide a first demand bank guarantee or a surety insurance letter from an insurance company or other security for the performance of contractual obligations specified in the Special Terms and Conditions.

**Note.** Where the Special Terms and Conditions indicate that the Customer requires the submission of a Performance of the Contract Guarantee issued by a credit union, the provisions of this section shall apply as necessary, and the Customer may indicate additional requirements in the Special Terms and Conditions for the provision of such a Performance of the Contract Guarantee, in accordance with the provisions of laws and other legal acts.

10.2. The Service Provider must provide the Customer with a Performance of the Contract Guarantee of the type and amount specified in the Special Terms and Conditions – a first demand bank guarantee or a surety insurance letter from an insurance company (together with the insurance company's surety

insurance letter, a signed insurance certificate (policy) and a document proving that the insurance premium for the issued surety insurance letter has been paid must also be submitted) in accordance with the conditions indicated in Section 10 of the General Terms and Conditions, within the term indicated in the Special Terms and Conditions (hereinafter referred to as the **Performance of the Contract Guarantee**).

10.3. If the Service Provider fails to provide the Customer with the Performance of the Contract Guarantee in the amount specified in the Contract within the time limit specified in the Contract, the Service Provider shall be deemed to have refused to conclude the Contract and the Customer shall have the right to offer to conclude the Contract with another service provider in accordance with the procedure established by the PPL.

10.4. Before providing the Performance of the Contract Guarantee, the Service Provider may request the Customer to confirm that the Customer agrees to accept the Performance of the Contract Guarantee offered by the Service Provider. In such a case, the Customer shall respond to the Service Provider no later than within 3 (three) business days from the date of receipt of the Service Provider's request.

10.5. In the Performance of the Contract Guarantee, the bank (insurance company) must irrevocably and unconditionally undertake to pay the Customer the amount specified in the Performance of the Contract Guarantee no later than within 15 (fifteen) days from the date of receipt of the Customer's written notification of the Service Provider's breach of the obligations set forth in the Contract, partial or complete non-performance or improper performance thereof, to pay the Customer the amount specified in the Performance of the Contract Guarantee by transferring the money to the Customer's account.

10.6. The Performance of the Contract Guarantee may not stipulate that the bank (insurance company) is liable only for compensation for direct losses. The bank (insurance company) shall not have the right to require the Customer to substantiate its claim. The Customer shall indicate in its notification to the bank (insurance company) that it is entitled to the amount of the Performance of the Contract Guarantee because the Service Provider has failed to perform the Contract in part or in full and/or the Contract has been terminated due to the Service Provider's fault. The Customer shall not be obliged to prove the actual losses incurred, and the Service Provider, by signing the Contract and providing the performance bond, confirms that the amount of the performance bond shall be considered the minimum losses of the Customer that do not need to be proven.

10.7. The Performance of the Contract Guarantee shall take effect no later than on the date of its submission to the Customer.

10.8. The Performance of the Contract Guarantee shall be indicated and paid in euros.

10.9. The Performance of the Contract Guarantee must be written in Lithuanian or another language (at the Customer's request, a translation into Lithuanian must be provided).

10.10. The term of validity indicated in the Performance of the Contract Guarantee must not be shorter than that indicated in the Special Terms and Conditions.

10.11. If the term of the Contract is longer than 1 (one) year, the Service Provider shall have the right to submit a performance bond valid for 1 (one) year, but must extend the term of the Performance of the Contract Guarantee or submit a new Performance of the Contract Guarantee no later than 10 (ten) business days before the expiry of the Performance of the Contract Guarantee.

10.12. If, under the terms of the Contract, the term for the provision of Services is extended or postponed due to the suspension of the Contract, or there is a delay in the provision of Services or the correction of

defects in the Services, the Service Provider shall ensure the validity of the Performance of the Contract Guarantee for the entire term of the Contract and shall submit a new or extended Performance of the Contract Guarantee to the Customer no later than the expiry date of the Performance of the Contract Guarantee.

10.13. If the Service Provider fails to extend the validity of the Performance of the Contract Guarantee in a timely manner or fails to submit a new Performance of the Contract Guarantee, the Customer shall have the right to claim penalties in the amount specified in the Special Conditions for each day of delay.

10.14. The Customer shall not accept the Performance of the Contract Guarantee and/or shall consider it invalid, and/or shall request the Service Provider to submit a Performance of the Contract Guarantee to the Customer, and the Service Provider shall be obliged to provide the Performance of the Contract Guarantee within the shortest possible time if the Performance of the Contract Guarantee does not meet the requirements set forth in the Contract or the Customer has information related to the suspension or possible suspension of the activities of the bank (insurance company) that issued the Performance of the Contract Guarantee (including insolvency, liquidation, or legal protection procedures).

10.15. If the Service Provider breaches the obligations set in the Contract, fails to perform the obligations in part or in full (or performs them not in accordance with the terms of the Contract), the Customer may use the Performance of the Contract Guarantee. In order to continue to perform its obligations under the Contract, the Service Provider shall, within 10 (ten) business days from the date of receipt of the notice of payment of the Performance of the Contract Guarantee to the Customer, submit to the Customer a new Performance of the Contract Guarantee in the amount specified in the Special Terms and Conditions.

10.16. The Customer may use the Performance of the Contract Guarantee in any of the following circumstances:

10.16.1. The Service Provider has failed to perform, is failing to perform, or is improperly performing its obligations under the Contract;

10.16.2. The Service Provider fails to comply with the Customer's instruction to eliminate the defects in the Services within a reasonable period of time;

10.16.3. If, due to any actions (or inaction) of the Service Provider the Customer has suffered losses (including, but not limited to, additional costs, lost income or other direct and indirect losses, late payment interest and/or penalties (if late payment interest and/or penalties are provided for in the Special Terms and Conditions of the Contract));

10.16.4. The Service Provider unilaterally terminates the Contract without a valid reason (except in the cases specified in the Contract).

## **11. PRICE OF THE CONTRACT AND ITS RECALCULATION**

11.1. The price of the Contract that the Customer must pay to the Service Provider for the Services actually provided under the terms of the Contract, including all Agreements, shall be calculated using the price calculation method or methods specified in the Special Terms and Conditions.

11.2. The initial contract value is indicated in the Special Terms and Conditions.

11.3. The price of the Contract shall be deemed to include all costs incurred by the Service Provider in connection with the provision of all Services, as well as the proper performance of other obligations of the Service Provider under this Contract, including insurance, customs duties, and other costs incurred

by the Service Provider in performing the obligations provided for in the Contract.

11.4. The price of the Contract shall be reviewed in accordance with the procedure set in the Special Terms and Conditions.

## 12. PAYMENT PROCEDURE

### 12.1. Advance Payment (Deposit) (if Applicable)

12.1.1. The provisions of Sub-section 12.1 of the General Terms and Conditions shall apply if the Special Terms and Conditions indicate that the Service Provider shall be paid an advance payment (deposit) (hereinafter referred to as the **Deposit**).

12.1.2. The Customer shall pay the Service Provider a Deposit not exceeding the amount specified in the Special Terms and Conditions.

12.1.3. If required by the Special Terms and Conditions, in order to receive the Deposit, the Service Provider shall, when applying for the payment of the Deposit, no later than within 10 (ten) business days the Contract enters into force, together with the advance payment invoice, submit to the Customer a Deposit guarantee – a bank guarantee or a surety insurance letter from an insurance company or other security for the performance of contractual obligations for an amount not less than the Deposit requested in the Special Terms and Conditions (hereinafter referred to as the **Deposit Guarantee**).

**Note.** Where the Special Terms and Conditions specify that the Customer requires a Deposit Guarantee issued by a credit union, the provisions of this sub-section shall apply as necessary, and the Customer may set additional requirements in the Special Terms and Conditions for the provision of such Deposit Guarantee, in accordance with the provisions of laws and other legal acts.

12.1.4. Before submitting the Deposit Guarantee, the Service Provider may request the Customer to confirm that the Customer agrees to accept the Deposit Guarantee offered by the Service Provider. In such a case, the Customer shall respond to the Service Provider no later than within 3 (three) business days from the date of receipt of the Service Provider's request.

12.1.5. By providing the Deposit Guarantee, the bank (insurance company) must irrevocably and unconditionally undertake, no later than within 15 (fifteen) days from the date of the Customer's written notification of non-performance of the Contract or termination of the Contract due to the Service Provider's fault, to pay the Customer an amount not exceeding the amount of the Deposit and the guarantee amount, by transferring the money to the Customer's account.

12.1.6. The bank (insurance company) shall not have the right to require the Customer to justify its claim. The Customer shall indicate in its notification to the bank (insurance company) that it is entitled to the Deposit Guarantee amount because the Service Provider has failed to fulfill the terms of the Contract in part or in full and/or the Contract has been terminated due to the Service Provider's fault and the Service Provider has not returned the Deposit.

12.1.7. The Deposit Guarantee amount shall be indicated and paid in euros.

12.1.8. The Deposit Guarantee must be written in Lithuanian or another language (at the Customer's request, a translation into Lithuanian must be provided).

12.1.9. A Deposit Guarantee that does not meet the requirements set in this section of the Contract will not be accepted.

12.1.10. If, during the performance of the Contract, the bank (insurance company) that issued the Deposit Guarantee is unable to fulfill its obligations, the Customer may request in writing that the Service Provider provide a new Deposit Guarantee within 10 (ten) business days, under the same conditions as the previous one.

12.1.11. The Customer shall pay the Service Provider the Deposit within the period indicated in the Special Terms and Conditions from the date of receipt of the advance payment invoice and the Deposit Guarantee (if applicable). The amount of the Deposit paid shall be deducted from the amount payable.

12.1.12. Upon termination of the Contract, the Service Provider shall return the Deposit received to the Customer within 5 (five) business days (if part of the Services has been provided, the Customer has accepted them and can use the results of the Services for their intended purpose – the part of the Deposit that exceeds the price of the Services accepted by the Customer shall be returned). If the Service Provider fails to return the Deposit received, the Customer shall use the Deposit Guarantee (if applicable). In cases where Point 12.1.3 of the General Terms and Conditions has not been applied, the Service Provider shall pay the penalty indicated in the Special Terms and Conditions, calculated on the basis of the amount of the Deposit to be refunded for the period from the payment of the Deposit to its refund.

## **12.2. Payment Procedure**

12.2.1. The Service Provider shall issue an Invoice only after the Parties have signed the Service Transfer-Acceptance Act, unless otherwise provided in the Special Terms and Conditions:

12.2.1.1. an electronic invoice that complies with the European standard for electronic invoices, the reference to which was published on October 16, 2017, in the Commission Implementing Decision (EU) 2017/1870 on the reference to the European standard for electronic invoices and the publication of the list of syntaxes in accordance with Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the European standard for electronic invoices), the Service Provider may submit by the means of its choice;

12.2.1.2. The Service Provider may only submit electronic invoices that do not comply with the European standard for electronic invoices using the means provided by the General Information System for Invoice Administration (hereinafter referred to as SABIS).

12.2.2. The Customer shall accept and process electronic invoices using the SABIS information system, except in the event of mobilisation, war, or emergency, when there are violations of the SABIS information system that prevent communication and exchange of information between the Customer and the Service Provider using SABIS.

12.2.3. The Service Provider shall submit advance payment invoices (if Deposit is provided for in the Special Terms and Conditions) in accordance with the procedure set in this section of the Contract.

12.2.4. The Customer shall make payments for the Services within the time limits specified in the Special Terms and Conditions.

12.2.5. For delays in payments under the Contract, the Customer shall be subject to penalties in accordance with the procedure set in the Special Terms and Conditions.

12.2.6. If the Services are provided in stages or periods, the above payment procedure shall apply to each stage or period of the provision of Services, unless otherwise specified in the Special Terms and Conditions.

12.2.7. If the Parties enter into a tripartite agreement with a sub-service provider for direct settlement, the Customer shall transfer the amount payable to the sub-service provider to the sub-service provider's bank account indicated in the tripartite agreement and transfer the balance to the Service Provider's bank account after the Service Transfer-Acceptance Act for the Services provided has been drawn up in accordance with the requirements of the Contract and the tripartite agreement and the Service Provider has submitted the Invoice for the Services to the Customer.

### **12.3. Other Payment Matters**

12.3.1. The Customer shall transfer payments to the Service Provider to the Service Provider's bank account specified in the Special Terms and Conditions.

12.3.2. The Customer shall have the right to deduct amounts receivable from the Service Provider from payments to the Service Provider under the Contract (unilaterally make offsets). For this reason, the Service Provider shall not have the right to transfer or pledge the rights to amounts receivable under the Contract to third parties or otherwise dispose of them without the Customer's consent.

12.3.3. All payments under the Contract shall be made in euros.

12.3.4. For late payments under the Contract, the paying Party shall pay the other Party a penalty in the amount specified in the Special Terms and Conditions.

## **13. CONFIDENTIAL INFORMATION**

13.1. The Parties undertake to maintain confidentiality and not to disclose, without the written consent of the other Party, any information of that Party designated as confidential to any employees of the Party, persons related to the Party, or other third parties who do not need to use such information for their work purposes, except in the cases indicated below.

13.2. The Party shall have the right to disclose the other Party's confidential information in the following cases:

13.2.1. the disclosure of confidential information is necessary for the proper exercise of the Party's rights or obligations under the Contract – but in such a case, the information may only be disclosed to the extent necessary for the exercise of contractual rights or obligations, and only to those third parties who need it, provided that the third parties receiving the confidential information assume the same confidentiality obligations as those set forth in this Contract. If third parties disclose confidential information, the Party shall be liable for their actions as if they were its own;

13.2.2. confidential information must be disclosed in accordance with the requirements of laws and other legal acts, including cases where this is required by public administration bodies as defined in the Law on Public Administration of the Republic of Lithuania.

13.3. Before disclosing confidential information, the Party shall inform the other Party (to the extent not prohibited by law or other regulations) of the necessity or the request received from a public administration body to disclose confidential information and shall take reasonable measures to ensure the confidentiality of the disclosed information.

13.4. The Party shall be liable:

13.4.1. for any unlawful disclosure or transfer, including accidental, of the other Party's confidential

information or any part thereof, or for any unlawful use of confidential information;

13.4.2. for failure to take all reasonable measures to preserve and protect the other Party's confidential information or any part thereof, to prevent its further unlawful disclosure, transfer or use.

13.5. A Party that has unreasonably disclosed the other Party's confidential information shall pay the other Party a penalty in the amount specified in the Special Terms and Conditions.

#### **14. PERSONAL DATA PROTECTION**

14.1. The Parties undertake to ensure the security of personal data and to process personal data lawfully, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (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 regulating the processing of personal data.

14.2. The Parties confirm that if personal data is processed in order to ensure the proper performance of the Contract, the Parties undertake to conclude a separate data processing agreement specifying the subject matter and duration of the data processing, the nature and purpose of the data processing, the types of personal data and categories of data subjects, and the obligations and rights of the data controller.

#### **15. INTELLECTUAL PROPERTY**

15.1. All results and related rights acquired in the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, are the property of the Customer, which shall pass to the Customer upon signing the Service Transfer-Acceptance Act without any restrictions, and which the Customer may use, publish, transfer or transfer to third parties without the separate consent of the Service Provider, unless otherwise provided in the Special Terms and Conditions or intellectual property rights cannot be transferred by ownership due to the nature of the Services and/or exclusive rights, patents, etc.

15.2. The Service Provider undertakes to compensate the Customer for any claims arising from intellectual property rights, including, but not limited to, the rights of the owner (user) of a patent, trademark, industrial design (registered or unregistered), rights arising from applications for registration of any of the aforementioned rights, copyright, rights of database producers (*sui generis*), the rights of owners of company names, business names, or other similar rights or obligations, regardless of whether they are registered in the Republic of Lithuania or other countries, or are not subject to registration, except in cases where such infringement is due to the fault of the Customer.

15.3. The Service Provider shall not have the right to use the Customer's symbols, name, and trademark in advertising or marketing without the prior written consent of the Customer, nor shall it have the right to use the intellectual results of the Customer's activities. In the event of a violation of this requirement, the Service Provider shall be subject to the penalty specified in the Special Terms and Conditions.

## **16. STATEMENTS AND GUARANTEES**

16.1. Each Party states and guarantees to the other Party that:

16.1.1. all necessary decisions, permits, and consents have been lawfully adopted and are valid, and other legal actions necessary for the conclusion, validity, and performance of the Contract have been lawfully performed and are valid;

16.1.2. by entering into the Contract, the Party does not exceed its competence and does not violate the laws and other legal acts applicable to it, court or arbitration court decisions, administrative acts, contracts or other obligations under applicable private law, public law, European Union law or international law;

16.1.3. The Party's representative has all the necessary powers to enter into and perform the Contract. By concluding and signing the Contract, the Party's representative does not violate the Party's articles of association, provisions, and other internal documents, the rights and legitimate interests of the Party's management and other bodies and/or creditors; by concluding the Contract, he acts in good faith and reasonably in relation to the Party and the members of the Party's bodies, creditors of the Party;

16.1.4. The Party has assessed all circumstances that are of material importance to the conclusion and performance of the Contract. None of the conditions and circumstances specified in the Contract have a negative impact on the Party's intention to conclude the Contract under the conditions specified in the Contract and to perform the obligations arising from the Contract;

16.1.5. The Contract is concluded in accordance with the principles of good faith, reasonableness, fairness, and equality of the Parties, without the use of deception or pressure. The Parties have disclosed to each other all information known to them that is of material importance to the conclusion and performance of the Contract;

16.1.6. All statements and guarantees of the Parties are complete and do not omit any circumstances that would render such statements or guarantees incorrect.

16.2. The Service Provider further represents and guarantees to the Customer that the Service Provider, its sub-service providers, joint activity partners and specialists have all valid and lawful permits, licenses, certificates, and documents of legal recognition required by law and other legal acts for the performance of the Contract.

16.3. The Service Provider declares that the rights to dispose of, manage, and use the results of the Services provided are not restricted and that no third parties have any claims to the results of the Services transferred under the Contract.

16.4. The Service Provider undertakes to comply with the environmental protection, social and labour law obligations established by European Union and national law, collective agreements and international conventions referred to in Annex 5 to the PPL when performing the Contract.

## **17. GENERAL LIABILITY ISSUES**

17.1. Payment of penalties for delay or breach of obligations under the Contract shall not release the Party from its obligations under the Contract.

17.2. Payment of penalties and/or receipt of security for performance of the Contract shall not preclude a Party's right to claim compensation from the other Party for losses incurred. The penalties specified in this Contract shall be considered minimum, non-proven losses of the Parties. Each Party shall be entitled

to receive from the other Party compensation for losses incurred due to the other Party's improper performance or non-performance of its obligations under the Contract, not exceeding the value of the Initial Contract, unless the law provides that a higher amount must be compensated. The limitation of liability provided for in this clause shall not apply if the damage was caused by a breach of confidentiality obligations, legislation governing the protection of personal data or intellectual property rights.

17.3. If it becomes apparent that any of the statements or guarantees made in this Contract were materially incorrect, false, or misleading, the breaching Party shall compensate the aggrieved Party for all losses incurred by the aggrieved Party as a result of such incorrect, false or misleading statement or guarantee.

17.4. The remedies provided for in this Contract shall not limit the Parties' right to seek other legal remedies.

17.5. The limitations of liability under this Contract shall not apply where the damage is caused intentionally or by gross negligence, where non-pecuniary damage is caused, injury to health or loss of life, as well as damage (loss) caused to third parties, including cases where damage caused by one Party to third parties is compensated by the other Party.

17.6. Upon expiry of the Contract, the Parties shall not be released from liability for breach of the Contract. Upon expiry of the Contract, the Parties shall not lose the right to claim compensation for losses incurred due to non-performance of the Agreement and to pay penalties.

17.7. If the Contract is terminated due to a material breach of the Contract in accordance with Sub-point 22.2.1 of the General Terms and Conditions and (or) the Service Provider performs a material term of the Contract indicated in Section 10 of the Special Terms and Conditions with significant or persistent deficiencies, the Service Provider shall be included in the list of unreliable service providers in accordance with the procedure established in Article 91 of the PPL. Cases where a material term of the Contract is deemed to be performed with significant or persistent deficiencies are specified in Section 10 of the Special Terms and Conditions. The performance of an essential term of the Contract with significant or persistent deficiencies may also be recognised in other cases not indicated in the Special Terms and Conditions, after assessing the specific circumstances of the improper performance of the essential term of the Contract.

*Amendments to the sub-point:*

*No. 1S-52, 2025-04-17, published in the TAR on 2025-04-18, i. k. 2025-06847*

## **18. FORCE MAJEURE**

18.1. Liability under the Contract shall not apply, and the Parties may be fully or partially exempt from civil liability on the following grounds:

18.1.1. force majeure – the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and the rules approved by Resolution No. 840 of the Government of the Republic of Lithuania of July 15, 1996 "On the Approval of Rules for Exemption from Liability in Cases of Force Majeure";

18.1.2. due to actions of European Union countries – when it is impossible to fulfill an obligation under the Contract due to mandatory and unforeseen actions (acts) of European Union authorities, which the Parties had no right to contest and which could not have been foreseen in advance.

18.2. The Party requesting exemption from liability must notify the other Party of the force majeure circumstances immediately, but no later than within 5 (five) days of the occurrence or discovery of such

circumstances, providing evidence that the Party has taken all reasonable precautions and made every effort to reduce costs or negative consequences, as well as notifying the other Party of the possible deadline for fulfilling its obligations. The Party shall also notify the other Party when the basis for the non-performance of obligations ceases to exist.

18.3. The grounds for exempting a Party from liability arise from the moment of occurrence of force majeure circumstances or, if notification was not provided in a timely manner, from the moment of notification. If a Party fails to send a notification or inform the other Party in a timely manner, it shall compensate the other Party for any damage incurred due to the failure to provide timely notification or due to the absence of any notification.

18.4. If the circumstances of force majeure continue for more than 1 (one) month from the date of receipt of the notification thereof, either Party may terminate the Contract by notifying the other Party 5 (five) business days in advance. Force majeure shall not be deemed to include the fact that a Party does not have the necessary financial resources or that the debtor's contractors are in breach of their obligations or that the debtor is in breach of its obligations to its contractors.

## **19. INVALIDITY OF CONTRACT PROVISIONS**

19.1. If any provision of the Contract is or becomes partially or completely invalid, the Parties shall promptly enter into an Agreement to replace the invalid provision with another provision that, to the extent possible, has the same economic and legal effect as was intended by the invalid provision of the Contract. Such an invalid provision shall not invalidate the other provisions of the Contract, provided that this does not violate laws and other legal acts and it can be assumed that the Contract would have been legally concluded without the inclusion of the invalid provision.

19.2. If a change to the provisions of the General Terms and Conditions provided for in the Special Terms and Conditions is or becomes partially or completely invalid, the version of the provisions of the General Terms and Conditions that existed prior to the change shall not apply. In such a case, the Parties shall act in accordance with Point 19.1 of the General Terms and Conditions.

## **20. CONTRACT AMENDMENTS**

20.1. The terms of the Contract may not be amended during the validity of the Contract, except for such terms of the Contract whose amendments are provided for in the Contract and/or may be amended in accordance with the provisions of the PPL.

20.2. Amendments to the Contract shall be formalised by the Parties concluding an Agreement.

20.3. The Party initiating the Arrangement shall be obliged to provide the other Party with a notice of amendment of the Contract and a justification of the factual and legal basis for the conclusion of the Arrangement. The other Party shall, within 5 (five) business days (or such other period as may be agreed in writing by the Parties), analyse and evaluate the information received and submit its comments and proposals based on the provisions of the Contract and the mandatory provisions of laws and regulations.

20.4. The Agreement shall enter into force upon its conclusion, unless otherwise specified in the Agreement. The Customer must publish the Agreement in accordance with the procedure established in Articles 33 and 86 of the PPL.

20.5. A change in the contact details and particulars referred to in the Special Terms and Conditions shall not be deemed to be an amendment to the Contract (other than the replacement of the Service Provider, joint activity partner, sub-service provider or specialist by another person) and the Party shall be obliged to change those details unilaterally by informing the other Party thereof. In any event, an amendment to the Contract shall not constitute a material change to the Contract.

## **21. SUSPENSION OF THE CONTRACT**

21.1 In the absence of fault on the part of the Service Provider and in the event of circumstances which could not have been foreseen by the Party to the Contract at the time of the conclusion of the Contract, which make it impossible for the Party to the Contract to fulfil its contractual obligations and/or in the event of any other unforeseeable circumstances, the Parties to the Contract shall have the right to initiate a suspension of the provision of the Services (or any part of the Services) until such time as the circumstances in question have ceased to apply.

21.2 The provision of the Services (part thereof) may be suspended in any of the following circumstances:

21.2.1. in the event of force majeure as provided for in Section 18 of the General Terms and Conditions, the time limits for the performance of the Contractual Obligations shall be suspended as from the moment of the occurrence of the impediment, or, in the absence of timely notification, as from the moment of the notification, and shall be resumed as soon as the said circumstances no longer impede the performance of the Contract;

21.2.2. the Service Provider is unable to provide the Services in accordance with the procedures set in the Contract (e.g. the Customer is unable for objective reasons to make the Services technically possible) and the Service Provider is therefore unable to perform the Contract;

21.2.3. the acquisition of unforeseen goods, services and/or works related to the object to be procured, the need for which has only become apparent during the performance of the Contract;

21.2.4. delay in the performance of another Procurement Contract of the Customer which directly affects this Contract, through no fault of the Customer;

21.2.5. in the event of demonstrable impediments or hindrances caused to the Service Provider by third parties other than the Service Provider's untimely or inadequate performance of its contractual obligations in accordance with the terms and conditions of the Contract;

21.2.6. in the event of a change in applicable law or the entry into force of a new law which affects the performance of this Contract;

21.2.7. the need to suspend contractual obligations is due to the suspension, reallocation, non-receipt, or similar lack of funding or lack of funding available to the Customer for the procurement of Services;

21.2.8. as a result of legal (arbitration) disputes with the Customer or third parties, the subject matter of which is directly related to the performance of the Contract.

21.3 If the suspension of the provision of the Services (part thereof) is due to the circumstances referred to in Sub-section 21.2 of the General Terms and Conditions and lasts not more than 3 (three) months, such suspension shall be deemed to be an amendment of the Contract in accordance with the terms and conditions set therein and shall be formalised in accordance with the procedure set in Sub-section 21.6 of the Contract.

21.4 If the suspension of the provision of the Services (part thereof) is due to circumstances other than those referred to in Sub-section 21.2 of the General Terms and Conditions and/or the circumstances referred to in Sub-section 21.2 of the General Terms and Conditions continue for a period of more than three (3) months and/or without complying with the procedures set in this Section, it shall be deemed to be a Contract amendment to be performed in accordance with the provisions of the PPL and shall be executed in the manner provided for in Sub-section 21.6 of the Contract.

21.5 The performance of the contractual obligations may be suspended only during the term of the Contract in accordance with the following procedure:

21.5.1. in the event of the occurrence of circumstances which prevent the Service Provider from fulfilling the Service Provider's contractual obligations, the Service Provider shall immediately inform the Customer thereof. The Service Provider's written request shall specify the circumstance of suspension (Sub-section 21.2 of the General Terms and Conditions) and the arguments, objective facts and evidence supporting the occurrence of the circumstance and the possible time limit. The Customer shall, after assessing the request, inform the Service Provider in writing of its decision to suspend the performance of the contractual obligations within three (3) business days at the latest. If the Service Provider fails to provide specific arguments, facts and evidence, the Customer shall have the right to refuse in writing to confirm the suspension;

21.5.2. after the Customer has informed the Service Provider in writing and provided the Service Provider with a reasoned explanation of the circumstances and the period for which suspension of contractual obligations is necessary, the Service Provider shall inform the Customer in writing within a maximum of three (3) business days and shall confirm its acceptance of the suspension. The Service Provider shall have the right to object to the suspension of the performance of the contractual obligations only if the Service Provider is able to eliminate, at the Service Provider's own expense and by the Service Provider's own efforts, the circumstances giving rise to the necessity to suspend the performance of the contractual obligations;

21.5.3. the Service Provider shall, upon receipt of the Customer's written notice of suspension, suspend the performance of the contractual obligations or any part thereof immediately, but at the latest within three (3) business days of the date of the confirmation sent to the Customer. If the performance of the contractual obligations or any part thereof is suspended, the Parties shall not be entitled to perform any of their obligations under the Contract or any part thereof.

21.6. Suspension of performance of contractual obligations by the Parties shall be formalised by a written agreement, specifying the reasons for and the period of suspension, and shall be accompanied by the documents evidencing the grounds for the suspension, and shall be confirmed by the signatures of the authorised representatives of the Parties. Such agreements shall form an integral part of the Contract.

21.7. The performance of the contractual obligations shall be suspended for a period not exceeding the existence of a specific, reasonable circumstance.

21.8. The Parties agree that the period of suspension of performance of the contractual obligations shall not be counted as part of the term of the Contract, during which time the contractual obligations shall not be performed and for which period the Customer shall not pay any payments, penalties or demurrage to the Service Provider.

21.9 If the obligations under the Contract have been suspended on the grounds set in the Contract, they shall be resumed at the expiry of the circumstances giving rise to the suspension or the period specified

in the agreement between the Parties, whichever is the earlier. In the event that the time limits for the performance of the obligations under the Contract are resumed before the expiry of the period of suspension specified in the agreement between the Parties, the Parties shall formalise the date of resumption of the time limits for the performance of the obligations under the Contract in writing.

21.10. Upon resumption of performance of the Contract, the time limits for the performance of the outstanding obligations (part thereof) and the validity of the Contract shall be postponed for the period of time remaining for their performance (the validity of the Contract) at the time of their suspension.

21.11. If the performance of the contractual obligations has been suspended for a period of more than three (3) months, after the expiration of this period one Party may, by written notice to the other Party, request the resumption of performance of the Contract. If a Party fails to resume performance of the Contract within ten (10) days of the relevant request without reasonable excuse, the other Party may terminate the Contract by giving ten (10) days' notice.

## **22. TERMINATION OF THE CONTRACT**

The Contract may be terminated in the cases provided for in Article 90 of the PPL and in the Contract, including the possibility to terminate the Contract by agreement of the Parties.

### **22.1. Claims for Breach of Contract**

22.1.1 If a Party breaches the Contract or the laws and regulations, the other Party shall have the right to make a written claim to the other Party, specifying the provision of the Contract or the laws and regulations breached and the manner in which it was breached, and to set a reasonable time limit for the other Party to eliminate the breach.

22.1.2 The Party receiving the claim shall respond to the it promptly, but not later than within 5 (five) business days, and shall state what measures it will take to eliminate the breach within the time limit indicated in the claim or shall reasonably propose another reasonable time limit. The Service Provider's right to propose another time limit shall not be deemed to be an obligation on the part of the Customer to accept that time limit. The time limit proposed by the Party receiving the claim shall replace the time limit indicated in the claim only if it is accepted by the other Party.

### **22.2. Termination of the Contract at the Initiative of the Customer**

22.2.1. The Customer shall unilaterally terminate the Contract by giving the Service Provider a written notice of at least 5 (five) days if the Service Provider commits a material breach of the Contract, as indicated in the Special Terms and Conditions, or a breach of the Contract which meets the characteristics of a material breach of the Contract as specified in the Civil Code of the Republic of Lithuania, and, having received the Customer's complaint, does not eliminate the breach within the time limit specified in the claim.

22.2.2 The Customer shall have the right to unilaterally terminate the Contract or any part thereof by giving the Service Provider not less than ten (10) days' notice in writing if:

- 22.2.2.1. the Service Provider is subject to bankruptcy proceedings, out-of-court insolvency proceedings, becomes insolvent or has a likelihood of insolvency, suspends business activities or has a situation analogous to that provided for in laws and other legal acts;
- 22.2.2.2. the Service Provider's situation has changed and the Service Provider fulfils the grounds for exclusion set in the contract documents;
- 22.2.2.3. there is a change in legislation relating to the object of the Contract, to the performance of the Contract, or to the activities of the Customer for which the Contract has been concluded, and the Customer decides to terminate the Contract as a result of such changes;
- 22.2.2.4. the Customer decides to cease to perform the activities for which the Services are procured under the Contract and the need for the Contract ceases to exist;
- 22.2.2.5. a decision is taken by the governing body of the Customer which results in the need for the Contract ceasing to exist;
- 22.2.2.6. the Customer's financial situation changes/deteriorates or the Customer does not receive or loses funding and decides to terminate the Contract for that reason;
- 22.2.2.7. there is a change in the Customer's organisational structure, such as legal status, nature or management structure, which may have an impact on the proper performance of the Contract or the need for the Contract;
- 22.2.2.8. there is no longer a need for the Services to be procured;
- 22.2.2.9. the Customer receives an instruction or recommendation from the Procurement Oversight Authorities to terminate the Contract;
- 22.2.2.10. the Service Provider delays or refuses to provide an extension of the performance security for more than ten (10) business days after the expiry of the last period of validity of the performance security;
- 22.2.2.11. the Service Provider refuses or fails to eliminate defects in the Services within a reasonable time specified by the Customer;
- 22.2.2.12. the Service Provider is in breach of the Contract or of laws and regulations and fails to eliminate the breach within the period specified in the Customer's written complaint;
- 22.2.2.13. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Critical to National Security, adopts a decision confirming that the Contract is not in the interests of national security (applicable if the Customer operates in areas considered to be part of sectors of economic activity strategically important for national security or is considered to be an essential subject);
- 22.2.2.14. the circumstances referred to in Article 37(8) and/or Article 47(8) of the PPL become apparent.
- 22.2.3. the Contract shall be deemed null and void if it is established that the performance of the Contract is contrary to the binding international sanctions implemented in the Republic of Lithuania as defined in the Law on Sanctions and other international, European Union and Republic of Lithuania legislation (at least one of the applicable sanctions). The moment of invalidity of the Treaty shall be determined in accordance with the above-mentioned Law.
- 22.2.4. The Customer shall unilaterally terminate the Contract or suspend its performance for the period of implementation of mandatory international sanctions as defined in the Law on Sanctions and other international, European Union and Republic of Lithuania legislation, immediately, but not later than within 5 (five) days, by giving written notice to the Service Provider, if the Contract has entered into force before the implementation of such international sanctions in the Republic of Lithuania. The Service

Provider shall not be permitted to enter into new obligations under the Contract, the performance of which would be inconsistent with the implementation of international sanctions in the Republic of Lithuania.

22.2.5. If the Contract is terminated as a result of a material breach of the Contract by the Service Provider, or if the Service Provide terminates the Contract unjustifiably outside the procedure set in the Contract, and if the Special Terms and Conditions do not provide for the proper performance of the Contract to be secured by a performance bond, the Service Provider shall be liable to pay to the Customer a penalty in the amount set in the Special Terms and Conditions, and to compensate for the damages relating to the termination. If the Special Terms and Conditions provide that the proper performance of the Contract is secured by a performance security, the Service Provider undertakes to pay to the Customer the remainder of the amount of the penalty indicated in the Special Terms and Conditions and to indemnify the Customer against damages in connection with termination of the Contract to the extent that they are not covered by the performance security. In the event that the Customer claims damages, the amount of the penalty shall be set against the damages.

*Amendments to the sub-point:*

*No. 1S-52, 2025-04-17, published in the TAR on 2025-04-18, i. k. 2025-06847*

22.2.6. The Customer shall have the right to unilaterally terminate the Contract in other cases provided for in the Special Terms and Conditions (if applicable) and in laws and regulations.

22.2.7 The Contract shall be deemed to be terminated on the day following the expiry of the notice period.

22.2.8 In cases where the Service Provider eliminates the breach or the circumstances giving rise to the termination of the Contract cease to exist, the Contract shall not be terminated and the termination notice shall cease to have effect if the Service Provider provides information on the elimination or the circumstances giving rise to the termination of the Contract.

### **22.3. Termination of the Contract at the Initiative of the Service Provider**

22.3.1. The Service Provider shall have the right to unilaterally terminate the Contract by giving the Customer a written notice of at least 30 (thirty) days if the Customer is in breach of the terms of payment with the Supplier (except where the Purchaser has exercised its right to withhold payments) and the Customer's debt to the Service Provider exceeds 20 (twenty) per cent of the Customer's total value of the Contract. The Customer shall pay the amounts due to the Service Provider within 30 (thirty) days after receipt of the Service Provider's claim.

22.3.2 The Service Provider shall be entitled to unilaterally terminate the Contract by giving the Customer a written notice of at least at least ten (10) days if:

22.3.2.1. the Customr is subject to bankruptcy proceedings, out-of-court insolvency proceedings, becomes insolvent or has a likelihood of insolvency, the Customer suspends business activities or a similar situation arises in accordance with the procedure provided for by laws and other legal acts;

22.3.2.2. the Customer is in breach of the Contract or of laws and regulations and fails to eliminate the breach within the time limit specified in the Service Provider's written complaint, except in the case set in Point 22.3.1 of the General Terms and Conditions.

22.3.3 Where the circumstances referred to in Point 22.3.1 of the General Terms and Conditions relate only to a separate part or separate Agreement, the Service Provider shall be entitled to terminate the Contract only in respect of that part or such Agreement only.

22.3.4 The Service Provider shall have the right to unilaterally terminate the Contract in other cases provided for in laws and regulations.

22.3.5 If the Contract is terminated due to a material breach of the Contract by the Customer or if the Customer unreasonably terminates the performance of the Contract outside of the procedure set in the Contract, the Customer shall be obliged to pay to the Service Provider a penalty of the amount specified in the Special Terms and Conditions and to compensate for the damages associated with the termination of the Contract.

*Amendments to the sub-point:*

*No. 1S-52, 2025-04-17, published in the TAR on 2025-04-18, i. k. 2025-06847*

22.3.6 The Contract shall be deemed to be terminated on the day after the expiry of the notice period.

22.3.7 Where the Customer eliminates the breach or the circumstances giving rise to the termination of the Contract within the period of the termination notice, the Contract shall not be terminated and the termination notice shall cease to have effect if the Customer informs the Service Provider of the elimination or the circumstances giving rise to the termination.

#### **22.4. Rights and Obligations of the Parties in the Event of Termination**

22.4.1 Termination of the Contract shall not affect the validity of the terms and conditions of the Contract setting the Dispute Resolution Procedure and any other terms and conditions of the Contract which, by their nature, survive termination.

22.4.2 Upon termination of the Contract, the Parties shall:

22.4.2.1. ensure that the Services and other acts performed prior to the date of termination of the Contract comply with the requirements of the Contract and that the Parties shall have no further claims against each other in respect thereof;

22.4.2.2. pay for the Services provided prior to the termination of the Contract in accordance with the Contract;

22.4.2.3. within ten (10) days of the date of receipt of the notice of termination of the Contract or of the date of the Agreement on termination of the Contract, to hand over to each other all documents which were required to be handed over in accordance with the Contract.

#### **23. CHANGING THE MODEL OR MANUFACTURER OF GOODS**

23.1. Where goods are procured in conjunction with the Services, the Service Provider shall have the right to change the model and/or manufacturer of the goods provided that all of the following conditions are met:

23.1.1. if the goods specified in the Service Provider's proposal are no longer manufactured or if there is a substantial disruption in their supply and the manufacturer's approval has been obtained and/or the goods, their manufacturer pose a threat to national security and/or the supply of the goods is contrary to binding international sanctions implemented in the Republic of Lithuania as defined in the Law on

Sanctions and/or the goods, their components and/or the manufacturer do not comply with the provisions of Article 45, Paragraph 21 of the PPL;

23.1.2. if the goods to be replaced fully comply with all the requirements of the procurement documents and are of equivalent or better quality, not inferior, to the goods specified in the Service Provider's proposal, and the Service Provider provides documentary evidence of this. If the Service Provider has provided samples during the procurement procedures, the goods to be delivered shall not be of inferior quality to the samples provided;

23.1.3. if the Service Provider has submitted a written request to the Customer, together with the documents justifying the change, at least ten (10) days prior to the intended change of the Goods and has received the Customer's written consent. The Customer shall have the right to object to the substitution and shall be entitled to terminate the Contract if the Service Provider has failed to provide evidence, or the provision of such evidence does not substantiate the conformity of the goods to be substituted with the procurement documents and the equivalence to, or superior quality of, the goods covered by the Contract;

23.1.4. the Parties have entered into a written Agreement to the Contract for the exchange of goods.

23.2. In the case referred to in this section of the General Terms and Conditions, the goods must be delivered at a price not higher than the price indicated in the proposal.

## **24. COMMUNICATION PROCEDURES AND LANGUAGE**

24.1 The Contract shall be in the Lithuanian language. If the Contract or any of its constituent documents is drawn up in another language or translated into another language, only the text of the Contract in the Lithuanian language shall be considered authentic in all cases (in the event of any inconsistencies, the text in the Lithuanian language shall prevail).

24.2 If a Party notifies the other Party of its new contact details, it shall, upon receipt of such notification by the other Party, send all notices and information under the Contract in accordance with the new contact details. If a Party does not notify a change in contact details or until the other Party receives such notification, the sending of the notification shall be deemed to be appropriate in accordance with the last contact details known to the Party.

24.3 If the notice is served personally or sent by post or courier, it shall be served by signature and shall be deemed to have been received on the date specified in the acknowledgement of receipt.

24.4 If the notice is sent by email, it shall be deemed to have been received by the Party on the next business day.

24.5 If a notice is sent by several different methods, the recipient shall be deemed to have received it when he or she received the preceding notice.

## **25. CLAIMS AND DISPUTE RESOLUTION**

25.1. Any dispute, controversy or claim arising out of or relating to the Contract or its breach, termination or validity shall be settled in the first instance by negotiation between the heads of the Parties or their delegates.

25.2 If the Parties fail to resolve a dispute by negotiation, then any such dispute, controversy or claim

arising out of or relating to this Contract or the breach, termination or invalidity thereof shall be finally settled by the courts of the Republic of Lithuania in accordance with the procedure provided for by the law of the Republic of Lithuania.

25.3 Disputes arising shall not constitute grounds for the Parties to refuse to perform their obligations under the Contract.

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## **TECHNICAL SPECIFICATION FOR EXPERT AND CONSULTING SERVICES**

**Object of the Contract:** Expert and Consulting services.

### **1. Description of Services**

The expert and consulting services to be purchased include the following activities:

- 1.1. Advising the Rector of the Lithuanian University of Health Sciences (LSMU) and other members of the University's management on internationalisation and organisational issues.
- 1.2. To consult on the preparation of at least one scientific article related to oxidative stress in collaboration with LSMU researchers.
- 1.3. Co-supervision of the scientific work of at least one master's or doctoral student in the field of pharmacology in collaboration with a supervisor working at LSMU.
- 1.4. Consulting LSMU researchers on the different topics selected among the following:
  - a) Historical and ethical aspects of drug development;
  - b) Career opportunities and employment for the Faculty of Pharmacy graduates;
  - c) Research methodology for young researchers;
  - d) Information literacy (databases: PubMed, Scopus, Web of Science);
  - e) Principles of open science, open access publications, and predatory journals;
  - f) Pharmacological modulation of oxidative stress.

### **2. Period of Service Provision**

The purchased services must be provided during the period **from the date of signing the Contract for 6 months.**

### **3. Terms and Conditions of Service Provision**

- 3.1. Consulting services are provided in accordance with the task submitted by the Customer in writing or verbally and the agreed scope of services (in hours). The preliminary scope of services is 100 hours during the entire term of the Contract.
- 3.2. During the execution of the Contract, the Service Provider must actively cooperate and coordinate the actions related to the services specified in the Technical Specification with the Customer.
- 3.3. The Service Provider shall undertake to sign a Confidentiality Agreement provided by the Customer before commencing the Service provision.
- 3.4. All information prepared and submitted by the Service Provider shall be in English.

### **4. Service provision process and terms**

- 4.1. **Services are provided in the chosen manner:** verbally (by telephone), in writing (by email), in person or remotely during a meeting:
- 4.2. **Verbally (by telephone):** Consultations are provided during a direct conversation, which ensures confidentiality. The duration of the consultation is up to 60 minutes. After the consultation, if necessary, additional material or a summary is sent to the client by email.

**4.3. In writing (by email):** The Customer submits a written request, and a response is provided within 3 (three) business days of receiving the request. If the question is complex, the response time is extended to 5 (five) business days.

**4.4. In person or remotely during a meeting:** The Customer and the Service Provider agree in advance on the time of the meeting and the platform to be used. Remote consultations are conducted via video conferencing platforms (e.g., Zoom, Microsoft Teams, Google Meet). The duration of the meeting is up to 120 minutes.

#### Environmental Protection Criteria

The services are determined in accordance with the Procedure for the Application of Environmental Protection Criteria in Green Procurement, approved by Order No. D1-508 of 28 June 2011 "On the Approval of the Procedure for the Application of Environmental Protection Criteria in Green Procurement" (hereinafter referred to as the Procedure), Sub-point 4.4.3:

an intangible (intellectual) service is procured that is not related to the creation of a tangible object, the provision of which does not have a significant negative impact on the environment, does not create a source of pollution, and does not generate waste.

**PASIŪLYMAS**  
**EKSPERTINIŲ IR KONSULTACINIŲ PASLAUGŲ NR. 20984-1**

**PROPOSAL**  
**EXPERT AND CONSULTING SERVICES No. 20984-1**

.....22 July 2025.....

(Data) / (Date)

.....Rome.....

(Vieta) / (Place)

Tiekėjas / Service provider	
Pavadinimas / Name	
Adresas / Address	
Už pasiūlymą atsakingo asmens vardas, pavardė / Name, surname of the person responsible for the proposal	
Telefono numeris / Phone number	
Fakso numeris / Fax	
El. pašto adresas / E-mail address	

1. Šiuo pasiūlymu pažymime, kad sutinkame su visomis pirkimo sąlygomis, nustatytomis kvietime /  
By submitting this proposal, we hereby acknowledge that we accept all terms and conditions of procurement set forth in the invitation.

**2. Patvirtiname, kad/ We confirm that:**

**2.1. sutarties vykdymui pasitelksiu subtiekėjus\* (jei jie yra žinomi)/ we will use sub-service providers\* to fulfill the contract (if they are known):**

Eil. Nr. /No.	Pirkimo sutarties dalis, kurios vykdymui bus pasitelkiami subtiekėjai*/ Part of the procurement contract for which sub-service providers will be involved*	Subtiekėjo pavadinimas. Nurodoma: juridinio asmens kodas (jei pasitelkiamas juridinis asmuo), adresas arba nurodomas vardas, pavardė, el. paštas (jei pasitelkiamas fizinis asmuo)/ Name of the sub-service provider. Indicate: legal entity code (if a legal entity is involved), address or name, surname, e-mail address (if a natural person is involved)
1	Kita (pildoma, jei pasitelkiama)/ Other (to be completed if applicable)	NOT APPLICABLE

\* **Subtiekėjas** – tiekėjo sutarties vykdymui pasitelkiamas trečiasis asmuo, kurio kvalifikacija tiekėjas nesiremia, kad atitiktų kvalifikacijos reikalavimus./Sub-service provider – a third party involved for the performance of the service provider contract whose qualifications are not relied upon by the service provider to meet the qualification requirements.

**2.2. sutarties vykdymui naudosisiu trečiųjų asmenų\*\* (jei jie yra žinomi) priemonėmis/ we will use the means of third parties\*\* (if they are known) for the execution of the contract:**

Eil. Nr. /No.	Pirkimo sutarties dalis, kurios vykdymui naudosisiu trečiaisiais asmenimis** / Part of the procurement contract for which third parties will be involved**	Trečiojo asmens pavadinimas. Nurodoma: juridinio asmens kodas (jei pasitelkiamas juridinis asmuo), adresas arba vardas, pavardė, el. paštas (jei pasitelkiamas fizinis asmuo)/ Name of the third party. Indicate: legal entity code (if a legal entity is involved), address or name, surname, e-mail address (if a natural person is involved)
1	Kita (pildoma, jei pasitelkiama)/ Other (to be completed if applicable)	NOT APPLICABLE

**\*\* Tretieji asmenys, kurie tiesiogiai aktyviai, savo veiksmais neprisidės prie pirkimo vykdytojo poreikio įsigyti pirkimo objektą tenkinimo (tiesiogiai neteiks dalies paslaugų, nevykdys dalies darbų, tiesiogiai neprisidės prie prekių tiekimo, neprisiims solidarios atsakomybės už sutarties vykdymą ar kitaip tiesiogiai nedalyvaus vykdant sutartį), priemonėmis (pavyzdžiui, tik išnuomos patalpas, išnuomos įrangą ar pan.)/ Third parties who will not directly contribute to the procurement contractor's need to purchase the procurement object through their actions (will not directly provide part of the services, will not perform part of the work, directly contribute to the supply of goods, assume joint and several liability for the performance of the contract, or otherwise directly participate in the performance of the contract) by means of (for example, only renting premises, renting equipment, etc.)**

**Vykdam sutartį pasitelksime kitus ūkio subjektus\* (jei jie yra žinomi) (pildyti tuomet, jei sutarties vykdymui bus pasitelkiami kiti ūkio subjektai, kuriais bus remiamasi vykdant sutartį)/ sWe will involve other undertakings to execute the contract\* (if they are known) (complete if other undertakings will be engaged to execute the contract):**

Eil. Nr./No.	Pirkimo sutarties dalis (nurodomi prekės, paslaugos, darbai ar pan.), numatyta atlikti kitų ūkio subjektų /Part of the procurement contract (indicate goods, services, works, etc.) foreseen for other undertakings.	Kito ūkio subjekto pavadinimas. Nurodoma: juridinio asmens kodas (jei pasitelkiamas juridinis asmuo), adresas./Name of other undertakings. Indicate: legal entity code (if a legal entity is involved), address.
1	NOT APPLICABLE	NOT APPLICABLE

**Pastaba /Note:** \* Galimos įvairios naudojimosi kitam subjektui priklausiančiais išteklių formos (pavyzdžiui: jungtinė veikla (partnerystė), subranga, konsorciumas, rėmimasis dukterinių (patronuojamųjų) įmonių pajėgumais, naudojimas asmenų, tiesiogiai nedalyvaujančių pirkimo procedūrose pajėgumais (šių asmenų įrankiais, įrenginiais, techninėmis priemonėmis) ir panašiai)./Various forms of usage of resources owned by another undertaking are possible (for example, joint activities (partnerships), sub-contractor agreements, consortia, use of capacities of daughter (subordinate) enterprises, use of capacities of persons who do not participate directly in the procurement procedures (tools, equipment, technical means of these persons), etc.).

**3. Šiame pasiūlyme yra pateikta ši konfidenciali informacija\* (pildyti tuomet, jei bus pateikta konfidenciali informacija./ This proposal contains the following confidential information\* (complete if confidential information is provided.):**

Eil. Nr./No.	Pateiktas dokumentas/ Submitted document*
	NOT APPLICABLE

<sup>1</sup>- Nurodant, jog informacija yra konfidenciali, prašome pateikti konfidencialumą įrodančius dokumentus ir argumentus. Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija. Tuo atveju, jei Lentelė ar atskiros jos eilutės nėra užpildomos, Komisija laikys, kad ta Pasiūlymo informacija arba atitinkama jos dalis nėra laikoma konfidencialia. / When indicating that the information is confidential, please provide documents and arguments proving confidentiality. The entire Service Provider Proposal shall not be considered confidential information. If the Table or its individual rows are not filled in, the Commission will consider that the information in the Proposal or its relevant part is not considered confidential.

Atkreipiame dėmesį, kad vadovaujantis VPĮ ir (arba atitinkamai), Konfidencialia negali būti laikoma informacija, kuri atitinka VPĮ 20 straipsnio 2 dalyje ir nustatytus požymius ir sąlygas, o Komisijai kilus abejonių dėl Tiekėjo Pasiūlyme nurodytos informacijos konfidencialumo, ji kreipiasi į Tiekėją su prašymu įrodyti nurodytos informacijos konfidencialumą. Per Komisijos nurodytą terminą (kuris negali būti trumpesnis kaip 5 darbo dienos) Tiekėjui nepateikus tokių įrodymų arba pateikus netinkamus įrodymus, laikoma, kad tokia Pasiūlyme nurodyta informacija yra nekonfidenciali. / We draw your attention that in accordance with the PPA and (or respectively), information that meets the characteristics and conditions set out in Article 20, Part 2 of the PPA cannot be considered confidential, and if the Commission has any doubts about the confidentiality of the information specified in the Service Provider Proposal, it shall contact the Service Provider with a request to prove the specified confidentiality of information. If the Service Provider fails to provide such evidence or provides inadequate evidence within the deadline specified by the Commission (which cannot be shorter than 5 working days), it is considered that such information specified in the Proposal is non-confidential.

**4. Mes siūlome šį pirkimo objektą /We propose the following procurement object:**

Pirkimo objekto pavadinimas/ Name of the procurement object	Mato vienetas/ Unit	Preliminarus kiekis/ Preliminary quantity	Vieneto kaina, Eur be PVM/ Unit price, EUR excl. VAT	Bendra kaina, Eur be PVM/ Total price, EUR excl. VAT
1	2	3	4	5
EXPERT AND CONSULTING SERVICES	val./ hours	100	100	10 000,00
<b>Bendra pasiūlymo palyginamoji kaina eurais be PVM (skaičiais)/ Total bid comparative price of the proposal, EUR excl. VAT*</b>				10 000,00
<b>PVM mokestis /VAT**</b>				0
				<i>Reverse charge according to VAT Directive 2006/112/EB 44</i>
<b>Bendra pasiūlymo palyginamoji kaina eurais su PVM (skaičiais)/ Total bid comparative price of the proposal, EUR incl. VAT (in numbers)***</b>				

**Pastabos/ Notes:**

\*Bendra pasiūlymo kaina negali viršyti numatytos pirkimo objekto įsigijimui maksimalios pirkimui skirtos sumos t. y. 10 000,00 Eur be PVM. Viršijus šią sumą tiekėjų pasiūlymai bus atmetami/ The total price of the proposal cannot exceed the maximum amount appointed for procurement, i.e. EUR 10 000,00 excl. VAT. The proposals exceeding this amount shall be rejected.

\*\* - tais atvejais, kai pagal galiojančius teisės aktus tiekėjui nereikia mokėti PVM, tiekejas turi nurodyti priežastis, dėl kurių PVM nemoka:..... / in cases where, under applicable law, the service provider is not required to pay VAT, the service provider must indicate the reasons for not paying VAT:.....

\*\*\* Kaina su PVM pasiūlyme nurodoma suapvalinta, paliekant ne daugiau kaip du skaitmenis po kablelio / the price including VAT shall be rounded up, leaving no more than two digits after the comma.

Teikdamas šį pasiūlymą tvirtinu, kad/ By submitting this proposal, I confirm that:

- į mūsų siūlomo pirkimo objekto kainą įskaičiuotos visos išlaidos bei visi mokesčiai, ir kad mes prisiimame riziką už visas išlaidas, kurias, teikdami pasiūlymą ir laikydamiesi pirkimo dokumentuose nustatytų reikalavimų, privalėjome įskaičiuoti į pasiūlymo kainą/ the price of the procurement object includes all the expenses and charges, and that we assume the risk for any expenses that we should have included into the price of the proposal in accordance with the requirements of the procurement documents at the time of the submission of the proposal;

- visa pasiūlyme pateikta informacija yra teisinga, atitinka tikrovę ir apima viską, ko reikia visiškam ir tinkamam įsipareigojimų įvykdymui/ all the information provided in the proposal is correct, true and complete for the full and proper implementation of the obligations;

Patvirtiname, kad siūlomos paslaugos atitinka konkurso sąlygų priede Nr. 1 pateiktoje techninėje specifikacijoje nurodytus reikalavimus/ We confirm that the proposed services are fully compliant with the requirements specified in the Annex No 1 Technical specification.

**Kartu su pasiūlymu pateikiami šie dokumentai: / The proposal shall be accompanied by the following documents:**

Eil.Nr. / No.	Pateiktų dokumentų pavadinimas / Title of the submitted documents	Dokumento puslapių skaičius / Number of pages in a document
1.	NOT APPLICABLE	NOT APPLICABLE

Pasiūlymas galioja ne trumpiau nei 90 dienų nuo pasiūlymų pateikimo termino pabaigos./ The proposal shall be valid for at least 90 days after the deadline for submission of proposals.

\_\_\_\_\_  
Pareigos/ Title

\_\_\_\_\_  
Parašas/ Signature

\_\_\_\_\_  
Vardas ir pavardė/ Name and Surname