

## SERVICE PURCHASE AND SALE AGREEMENT

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| <b>Title of the Agreement</b> | <b>LECTURE ON THE TRADITIONS OF LITVAK COOKING</b> |                         |  |
| <b>Agreement date</b>         | 07 2025  | <b>Agreement number</b> |  |

| <b>1. PARTIES TO THE AGREEMENT</b> |  |  |
|------------------------------------|--|--|
| <b>1.1. Customer</b>               | 1.1.1. Name  | Martynas Mažvydas National Library of Lithuania  |
|                                    | 1.1.2. Legal entity code   | 290757560  |
|                                    | 1.1.3. Address   | Gedimino pr. 51, 01109 Vilnius                   |
|                                    | 1.1.4. VAT payer's code  | LT100000031710                                   |
|                                    | 1.1.5. Budgetary account   | LT85 7044 0600 0128 4109                         |
|                                    | 1.1.6. Bank code   | 70440  |
|                                    | 1.1.7. Phone   | +370 5 249 7023                                  |
|                                    | 1.1.8. Email   | <a href="mailto:biblio@lnb.lt">biblio@lnb.lt</a> |
|                                    | 1.1.9. Representative of the Party                                   | Director General Aušrinė Žilinskienė             |
|                                    | 1.1.10. Basis for representation                                     | Bylaws of the budgetary institution              |
| <b>1.2. Service provider</b>       | 1.2.1. Name and last name  | Alessia Di Donato                                |
|                                    | 1.2.2. Personal code   | [REDACTED]                                       |
|                                    | 1.2.3. Address   | [REDACTED] Warszawa (PL)                         |
|                                    | 1.2.4. Settlement account  | [REDACTED]                                       |
|                                    | 1.2.5. Bank, bank's code   | [REDACTED]                                       |
|                                    | 1.2.6. Phone   | [REDACTED]                                       |
|                                    | 1.2.7. Email   | [REDACTED]                                       |
|                                    | 1.2.8. Certificate of individual activity No. / business license No. | -  |

| <b>2. PERSONS RESPONSIBLE</b>  |   |
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| <b>2.1. Contact persons of the Customer responsible for the performance of the Agreement</b>         | Director of the Documentary Heritage Research Department Jolanta Budriūnienė PhD, <a href="mailto:jolanta.budriuniene@lnb.lt">jolanta.budriuniene@lnb.lt</a> , Phone: +370 5 2398637. |
| <b>2.2. Contact persons of the Service provider responsible for the performance of the Agreement</b> | Alessia Di Donato, [REDACTED]   |

| <b>3. SUBJECT MATTER OF THE AGREEMENT</b>   |   |
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| <b>3.1. Subject matter of the Agreement</b> | The Service Provider undertakes to provide the Customer with the service of a lecture-education on traditions of Litvak cooking |

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|   | (hereinafter - the Services) under the terms and conditions set out in the Agreement.<br>Requirements for the Services: lecture - education with a tasting of typical Jewish, in English, duration 0.5 hour.  |
| <b>3.2. CPV code</b>  | 2-79952000  |
| <b>4. DEADLINES FOR PROVISION OF SERVICES AND PROCEDURE FOR TRANSFER AND ACCEPTANCE OF THE SERVICES</b> |   |
| <b>4.1. Deadlines for provision of the Services and place of provision of the Services</b>              | 4.1.1. The Service Provider undertakes to provide the Services by 04-09-2025 from the date of placement of the order.<br>4.1.2. Place of provision of Services – Martynas Mažvydas National Library of Lithuania, Gedimino Ave. 51, Vilnius.  |
| <b>4.2. Extension of the deadline for the provision of the Services</b>                                 | 4.2.1. Not applicable   |
| <b>4.3. Procedure for the transfer and acceptance of the Services</b>                                   | The Customer must accept the provided Services (i.e., sign the Transfer and Acceptance Certificate for the Result of the Services and/or accept the VAT invoice or other type of document to be issued) or inform the Service Provider in writing about the deficiencies of the result of the Services in accordance with the procedure established in the Agreement.   |
| <b>5. PRICE OF THE AGREEMENT AND TERMS OF PAYMENT</b>   |   |
| <b>5.1. The price calculation method applied to the Agreement</b>                                       | Pricing of the fixed price  |
| <b>5.2. The value of the initial Agreement, price of the Agreement</b>                                  | 5.2.1. The value of the initial Agreement is EUR 632.00 (six hundred and thirty two euros and 00 ct) excluding VAT.<br>VAT is 0.00% – (zero euros and 00 ct).<br>The price of the Agreement is EUR 632.00 (six hundred and thirty two euros and 00 ct) including VAT.<br>5.2.2. This amount includes all taxes and all expenses of the Service Provider related to the proper performance of this Agreement, as well as VAT, and VAT invoice presentation fee (if applicable).<br>5.2.3. In this Agreement, the value of the initial Agreement is equal to the Service provider's bid price excluding VAT, specified for the entire quantity and/or scope of the Services specified in the procurement documents and the Agreement. |
| <b>5.3. Recalculation of the Agreement price/rates</b>  | The Agreement price/rates is/are not recalculated due to changes in price levels and taxes.   |
| <b>5.5. Deadline and Procedure for the Settlement with the Service provider</b>                         | 5.5.1. All payments and settlements under the Agreement shall be made in the national currency of the Republic of Lithuania – euros.<br>5.5.2. The Customer shall deduct all fees in accordance with the procedure established by the legislation.  |

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|  | 5.5.3. The Customer shall pay the Service Provider by bank transfer to the bank account specified by the Service Provider within 30 (thirty) calendar days from the date of the signing of the Transfer and Acceptance Certificate for the Provision of Services. If the Customer refuses to pay, he shall submit a reasoned written refusal to do so.  |
| <b>6. QUALITY OF SERVICES AND WARRANTY OBLIGATIONS</b>                 |   |
| <b>6.1. Quality of the Services</b>                                    | <p>6.1.1. The quality of the Services provided must meet the requirements set out in the Technical Specification (if any), the Agreement, and legislation for such Services.</p> <p>6.1.2. If the quality of the Services meets the requirements set out in the Agreement, the Customer shall sign the Transfer and Acceptance Certificate for the Provision of Services no later than within 5 (five) working days from the assessment of the Services provided.</p> <p>6.1.3. The Service Provider is responsible for all deficiencies in the result of the Services, regardless whether they were indicated in the Transfer and Acceptance Certificate for the Provision of Services or not (i.e., for both obvious and concealed deficiencies).</p>   |
| <b>6.2. Period for the elimination of deficiencies in the Services</b> | A period of 10 working days is set for eliminating the deficiencies of the Services and/or the result of the Services identified by the Customer.   |
| <b>7. RIGHTS AND OBLIGATIONS OF THE PARTIES</b>                        |   |
| <b>7.1. Rights and obligations of the Service provider</b>             | <p><b>7.1.1. The Service Provider undertakes to:</b></p> <p>7.1.1.1. provide the Services in accordance with the requirements set out in the Agreement, the Technical specification (if any), and the legislation;</p> <p>7.1.1.2. consult the Customer on other issues related to the contractual obligations of the Service Provider;</p> <p>7.1.1.3. comply with environmental protection criteria (if any);</p> <p>7.1.1.4. ensure that the Agreement will be performed only by persons who have the right to engage in the respective activity, regardless of whether the Service Provider's qualification for the right to engage in the respective activity has been verified or has not been verified to the full extent.</p> <p><b>7.1.2. The Service Provider shall have the right to:</b></p> <p>7.1.2.1. request the Customer to provide information or documents related to the proper performance of the Agreement, necessary for the proper performance of the Agreement;</p> <p>7.1.2.2. demand that the Customer perform other contractual obligations properly and in a timely manner.</p> <p>7.1.3. Other obligations, rights, and duties of the Service Provider are defined in the applicable legislation of the Republic of Lithuania, the Agreement and (or) its annexes (if defined).</p> |
| <b>7.2 Rights and obligations of the Customer</b>                      | <p><b>7.2.1. The Customer undertakes to:</b></p> <p>7.2.1.1. accept the provided Services upon proper performance of the contractual obligations by the Service Provider;</p>   |

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|  | <p>7.2.1.2. cooperate with the Service Provider during the performance of the Agreement by providing the information available to the Customer necessary for the performance of the Agreement, necessary for the proper performance of the Agreement.</p> <p>7.2.2. Other obligations, rights, and duties of the Customer are defined in the applicable legislation of the Republic of Lithuania, the Agreement and (or) its annexes (if defined).</p>   |
| <b>8. SUB-SUPPLIERS AND/OR SPECIALISTS EMPLOYED FOR THE PERFORMANCE OF THE AGREEMENT</b>                         |  |
| <b>8.1. Sub-suppliers and/or specialists employed for the performance of the Agreement and their replacement</b> | <p>8.1.1. The Service Provider must engage only those subcontractors that are provided for in the Service Provider's proposal for the performance of the Agreement. If subcontractors are not known or are not specified in the bid of the Service Provider, such subcontractors may be engaged during the performance of the Agreement, provided that they meet the requirements set out in the Procurement Documents (if the subcontractors were subject to qualification requirements or the absence of grounds for exclusion is verified) and only upon receipt of the Customer's written consent.</p> <p>8.1.2. The Service Provider assumes liability for the activities of subcontractors during the performance of the Agreement and is liable for non-performance or improper performance of contractual obligations.</p> <p>8.1.3. If the Service Provider replaces an existing one or employs a new subcontractor for the provision of Services without receiving the Customer's written consent, the Service Provider, upon the Customer's request, must pay a fine of 5 (five) percent of the initial value of the Agreement and these subcontractors may no longer provide Services.</p> |
| <b>9. SECURITY OF PERFORMANCE OF OBLIGATIONS UNDER THE AGREEMENT</b>   |  |
| <b>9.1. Security of performance of obligations under the Agreement</b>   | The performance of obligations under the Agreement is secured by contractual penalties (late interest and fine).   |
| <b>10. LIABILITY OF THE PARTIES</b>  |  |
| <b>10.1. Contractual penalties applied to the Customer for late payments under the Agreement</b>                 | The Customer, who has not paid the Service provider for the Services provided on time and with quality within the period specified in the Agreement, shall pay the Service Provider a late interest of 0.02 percent of the amount overdue for each day of delay upon the request from the Service Provider.  |
| <b>10.2. Contractual penalties applied to the Service provider</b>   | <p>10.2.1. If the Service provider is late in providing the Services or fails to perform other contractual obligations, the Customer shall charge the Service provider a late interest of 0.02% for each delayed day of the price of the Services not provided on time or failure to perform other contractual obligations, excluding VAT starting from the date other than the established deadline.</p> <p>10.2.2. Failure to rectify the identified deficiencies of the Services within the term specified in Paragraph 6.2 of the Agreement results in</p>   |

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|   | <p>the Service Provider paying late interest of 0.02 percent of the value of the Services with deficiencies for each day of delay.</p> <p>10.2.3. A Party that has unreasonably disclosed confidential information of the other Party must pay a fine in the amount of 10% from the initial value of the Agreement no later than within 5 (five) working days from the date of the claim of the other Party.</p> <p>10.2.4. If the Service provider fails to comply with environmental protection criteria (if any) during the performance of the Agreement or, upon the Customer's request, fails to provide documents proving such compliance, the Service provider shall pay a fine in the amount of 1% from the initial value of the Agreement.</p> <p>10.2.5. If the Service Provider is subject to contractual penalties or other civil liability under this Agreement, the amount payable by the Customer for the Services shall be reduced by the amount of the contractual penalties charged and/or other applicable civil liability. If the amount of the contractual penalty is not deducted from the amount payable to the Service provider, the Service provider must pay the contractual penalty to the Customer within 3 (three) working days from the Customer's request.</p> |
| <p><b>10.3. The Service Provider shall be fined for replacing existing subcontractors or specialists/engaging new subcontractors without complying with the procedure for the replacement of subcontractors and/or specialists specified in the Agreement</b></p> | <p>If the Service provider replaces existing subcontractors or specialists or employs new ones without complying with the procedure for the replacement of subcontractors and/or specialists specified in the Agreement, the Service Provider shall pay a fine in the amount of 2% of the initial value of the Agreement for each case of violation upon the Customer's claim, and these entities shall no longer be allowed to provide services.</p>   |
| <p><b>10.4. Circumstances of Force Majeure</b></p>  | <p>10.4.1. Neither Party shall be liable for full or partial failure to perform its obligations if it proves that it failed to perform its obligations due to circumstances of force majeure. Circumstances of Force majeure shall be understood as defined in Article 6.212 of the Civil Code of the Republic of Lithuania. Regarding exemption from liability in the event of circumstances of force majeure, the Parties shall be guided by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996 (Official Gazette, 1996, No. 68-1652). The lack of products required to fulfill the obligation of the Party, the lack of required financial resources by the Party to the Agreement, or the default of the Party's contrahents on their obligations will not be considered as circumstances of the force majeure.</p> <p>10.4.2. Circumstances of force majeure extend the terms for the performance of the obligations under the Agreement, however, if these circumstances last longer than 3 (three) months from the moment of their occurrence or if notification regarding them is not provided in a timely manner, and the Parties do not agree on how the</p>   |

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|   | obligations of the Party that has failed to perform the Agreement will be further performed, then the other Party, having notified the other Party in writing at least 15 (fifteen) calendar days in advance, has the right to terminate this Agreement.   |
| <b>11. ENVIRONMENTAL PROTECTION CRITERIA</b>  |  |
| <b>11.1. Environmental protection criteria related to the services being procured</b> | The Services comply with Paragraph 4.4.3. of the Procedure for the Application of Environmental Protection Criteria in Green Procurement, approved by Order No. D1-508 of the Minister of Environmental Protection of the Republic of Lithuania of 28 June 2011 (as amended): only an intangible (intellectual) or other service is procured, not related to the creation of a material object, the provision of which is not expected to have a significant negative impact on the environment and does not create a source of pollution  |
| <b>12. INTELLECTUAL PROPERTY RIGHTS</b>   |  |
| <b>12.1. Intellectual property rights</b>   | <p>12.1.1. All results and related rights acquired during the performance of the Agreement, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, are the property of the Customer, and passes to the Customer from the moment of transfer of the Service result without any restrictions, which the Customer may use, publish, assign, or transfer to third parties without the separate consent of the Service Provider.</p> <p>12.1.2. During the performance of the Agreement, the implementation and enforcement of intellectual property rights is carried out in accordance with the law of the Republic of Lithuania.</p> |
| <b>13. VALIDITY AND AMENDMENT OF THE AGREEMENT</b>                                    |  |
| <b>13.1. Conclusion, entry into force, and extension of the Agreement</b>             | <p>13.1.1. This Agreement shall enter into force on the day of its signing and shall expire on 30-11-2025.</p> <p>13.1.2. The last month of the Agreement shall not be intended for the provision of Services, but for payment for the Services provided.</p> <p>13.1.3. The Agreement may expire earlier if the initial value of the Agreement is reached during the performance of the Agreement or the Services provided for in the Agreement are provided.</p>   |
| <b>13.2. Amendment of the terms of the Agreement</b>                                  | The terms of the Agreement may be amended during its period of validity without conducting a new procurement procedure in accordance with the provisions of this Agreement and (or) the provisions of Article 89 of the Law on Public Procurement of the Republic of Lithuania and ensuring that the principles and objectives set out in Article 17 of this Law are not violated. Amendments to the terms of the Agreement shall be formalized by written agreements between the Parties, which shall be an integral part of the Agreement.   |
| <b>14. TERMINATION OF THE AGREEMENT</b>   |  |
| <b>14.1. Grounds for termination of the Agreement</b>                                 | <p>14.1.1. The Agreement may be terminated by written agreement of the Parties or unilaterally in the cases specified in the Agreement and in accordance with the procedure established herein.</p> <p>14.1.2. The expiry or termination of the Agreement shall not affect the validity of the dispute settlement procedure and other terms of the Agreement, if these terms remain valid after the expiry of the</p>  |

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|  | <p>Agreement, i.e. quality guaranty, liability, etc. All obligations between the Parties that have arisen and have not been properly fulfilled, including, but not limited to, financial obligations, shall also remain valid.</p>   |
| <p><b>14.2. Material violations of the Agreement</b></p> | <p>14.2.1. The Customer has the right to terminate the Contract unilaterally, without going to court, by notifying the Service Provider in writing 5 (five) calendar days in advance, if the Service Provider has materially breached the Agreement. A breach of the Agreement by the Service Provider shall be considered material if the Services do not comply with the requirements provided for in the Agreement and/or the Technical Specification and/or the Service Provider does not rectify the deficiencies in the provision of the Services within the period specified in the Agreement; the qualification of the Service Provider has ceased to meet the requirements of this Agreement; bankruptcy or restructuring proceedings are initiated against the Service Provider, or bankruptcy proceedings are being conducted out of court, procedures of compulsory liquidation or agreement with creditors have been initiated, or equivalent procedures are being conducted against it under the laws of the country in which it is registered; if the Service Provider is unable and/or refuses to perform the obligations provided for in the Agreement or any part thereof due to its own fault, regardless of the value of such part; there are other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania or Article 90 of the Law on Public Procurement of the Republic of Lithuania.</p> <p>14.2.2. The Customer shall have the right to terminate the Agreement unilaterally at any phase of the Agreement without prior notice to the Service Provider if it becomes apparent that further performance of the Agreement may pose a threat to national security or if it becomes apparent that the Service Provider, subcontractor, economic entity on whose capabilities is relied on, manufacturer, or persons controlling them have been recognized as unreliable by a resolution of the Government of the Republic of Lithuania.</p> |
| <p><b>15. OTHER PROVISIONS</b></p>                       |  |
| <p><b>15.1. Confidentiality</b></p>                      | <p>15.1.1. This Agreement, its annexes and amendments to the Agreements, except for information that is considered confidential under the legislation, are not considered confidential and will be published in the Central Public Procurement Information System.</p> <p>15.1.2. The Parties agree to keep information that is considered confidential under the legislation indefinitely a secret, regardless of whether that information is provided orally or in writing. The Parties agree not to disclose confidential information that is considered confidential under the legislation to any third party without the prior written consent of the Party that provided it, and not to use such confidential information for personal or third party needs, except in cases where such information must be disclosed under the legislation.</p>   |
| <p><b>15.2. Data Protection</b></p>                      | <p>By signing this Agreement, the Service Provider undertakes to comply with Regulation (EU) 2016/679 of the European Parliament and of the</p>  |

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|   | 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 and national legislation and recommendations governing the processing of personal data.   |   |
| <b>15.3. General provisions</b>                             | <p>15.3.1. The Parties may not transfer their rights and obligations regarding whole or part of this Agreement to third parties without the written consent of the other Party.</p> <p>15.3.2. All relations between the Parties arising from this Agreement and not discussed in its terms and conditions shall be regulated by the laws and other legislation of the Republic of Lithuania.</p> <p>15.3.3. The Parties undertake to settle all disputes concerning the implementation of this Agreement through negotiations. If the Parties are unable to resolve these disputes through negotiations, they shall be resolved in accordance with the procedure established by the legislation in courts of the Republic of Lithuania.</p> <p>15.3.4. Each Party must notify the other Party within 5 (five) working days of any change in the address, details, contact persons, and bank account specified in the Agreement. Until notification of the change of address, all notices and other correspondence sent to the address specified in this Agreement shall be deemed to have been served properly.</p> <p>15.3.5. The Agreement is concluded in the English and the Lithuanian in two copies of equal legal power, one for each Party, and shall be valid only if certified by the signatures and seals (if any) of both Parties. If the Agreement is signed with a digital signature, one copy of the Agreement shall be drafted.</p> <p>15.3.6. The person appointed by the Customer, responsible for the publication of the Agreement and amendments in accordance with the provisions of Part 9 of Article 86 of the Law on Public Procurement of the Republic of Lithuania, is an employee of the Customer.</p> |   |
| <b>16. ANNEXES TO THE AGREEMENT</b>                         |  |   |
| <b>Annex No. 1</b>  | Form of the Transfer - Acceptance Certificate  |   |
| <b>17. SIGNATURES OF THE REPRESENTATIVES OF THE PARTIES</b> |  |   |
| <b>CUSTOMER</b>   |  | <b>SERVICE PROVIDER</b>   |
| CEO<br>Aušrinė Žilinskienė                                  |  | Alessia Di Donato<br> |

**TRANSFER AND ACCEPTANCE CERTIFICATE FOR SERVICES**

\_\_\_\_\_ 2025

Vilnius

During the performance of the service provision agreement for **Lecture-education on the traditions of Litvak cooking** No. \_\_\_\_\_ concluded on \_\_\_\_\_ 2025 (hereinafter - the Agreement):

**Alessia Di Donato**, personal code \_\_\_\_\_ address ul. \_\_\_\_\_ Warsaw (PL) (hereinafter - the Service Provider), sells, and

**Martynas Mažvydas National Library of Lithuania**, legal entity code 290757560, address Gedimino pr. 51, 01109 Vilnius, represented by Aušrinė Žilinskienė, the Director General, acting in accordance with the regulations of the budgetary institution (hereinafter – the Customer), accepts the following services (**hereinafter – the Services**):

**Lecture-education on the traditions of Litvak cooking.**

1. At the time of the transfer of Services, the Parties have no claims against each other.
2. The Services were provided on time and in a quality manner, and comply with the conditions set out in the Agreement.
3. Value of services – EUR 632.00 (six hundred thirty-two euros and 00 ct) including VAT: EUR 632.00 (six hundred thirty-two euros and 00 ct) excluding VAT; VAT – 0.00% – EUR 0.00 (zero euros and 00 ct);
4. This transfer and acceptance certificate is drawn up in 2 (two) copies of equal legal power, one for the Customer and one for the Service Provider.

**Service Provider:**

**Alessia Di Donato**

Personal code: \_\_\_\_\_

Address: \_\_\_\_\_ Warszawa (PL)

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Checking account No. PL

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Bank: \_\_\_\_\_

\_\_\_\_\_

Bank code: \_\_\_\_\_

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**Customer:**

**Martynas Mažvydas National Library of Lithuania**

Institution code: 290757560

Address: Gedimino pr. 51, 01109 Vilnius

Phone: (8 5) 249 7023

Email: biblio@lnb.lt

Account No. LT85 7044 0600 0128 4109

VAT payer's code: LT100000031710

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S. P.

