**Paveikslėlis, kuriame yra žinutė

Automatiškai sugeneruotas aprašymas**

**DESIGN CONTRACT**

**SPECIAL TERMS AND CONDITIONS**

**Public limited liability company LTG Infra**, legal entity code 305202934, registered office address Geležinkelio st. 2, LT-02100, Vilnius, Republic of Lithuania, represented by*[**specify the position, name, surname of the representative]*, acting in accordance with *[specify the basis of representation]*, (hereinafter referred to as the **Customer**),

and

***[Specify name of the designer]***, legal entity code *[specify legal entity code]*, registered office address *[specify registered office address],*  represented by *[specify the position, name, surname of the representative],* acting in accordance with *[specify the basis of representation],* (hereinafter referred to as the **Designer)**,

The Customer and the Designer, hereinafter collectively referred to in this Contract as the Parties, and each of them individually as a Party, have entered into this Design Services Contract (hereinafter referred to as the **Contract**) and have agreed to the following terms and conditions.

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| 1. **General information about the contract** | | |
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| * 1. Title of the procurement | **Design and Design supervision services for the new 1435mm gauge railway line , from Panevėžys to the Lithuania/Latvia border. Including the Joniškėlis regional station** |
| * 1. Subject-matter of the contract | Design and Design supervision services for the new 1435mm gauge railway line , from Panevėžys (114+71) to the Lithuania/Latvia border (168+513). Including the Joniškėlis regional station, i.e., preparation of design proposals, preparation of all technical documentation required for obtaining a construction permit, preparation of the Master Detailed Technical Design with all necessary engineering investigations, obtaining all legally required positive expert evaluations, ASBO/NOBO evaluation, as well as supervision of the project execution during the construction phase, which is mandatory and regulated by Lithuanian and EU legislation.  The Technical Specification for the Services shall form an integral part of this Contract. |
| * 1. Structure data |  |
| * + 1. Structure | *New 1435mm railway gauge and its service structures and engineering networks*  *Joniškėlis regional station (excluding the station building)* |
| * + 1. Unique No. of the land plot(s) | *To be clarified during design preparation* |
| * + 1. Cadastral No. of the land plot(s) | *[specify]* |
| 1.4. Subcontractors to be used | *[Name, legal entity number, contact details and representative of the subcontractor. Specify which part of the contract will be performed by the relevant subcontractor].* |
|  | | |
| 1. **Price and payment procedure** | | |
| * 1. Applicable pricing | ***Combination of fixed price and fixed-fee pricing methods*** (Clauses 12 and 17.1 of the Methodology for Establishing Pricing Rules, approved by the Order of the Director of the Public Procurement Office of 28 June 2017 No.1S-95 (hereinafter referred to as the Methodology for Establishing Pricing Rules)*:*   1. **Fixed-price pricing** (procuring a fixed quantity and paying the full price for that item) shall apply:   **Clauses 1.1, 1.2, 1.3** *“Preparation and coordination of the inception report, Preparation and coordination of the engineering topographical survey. Other necessary surveys according to the specific nature of the object of the procurement” of* Annex No 5 “Tender Prices and Rate Tables” for**Phase I of the Tender for the Provision of Services**” *Engineering studies and submission of the inception report* to the Contract*;* **Clauses 2.1, 2.2, 2.29, 2.30** *“Prepared, coordinated, approved digital model data corresponding to the level of detail of the design proposals in accordance with the requirements of the RB DG), Obtained all necessary special requirements, conditions for connection, agreements, consents, written approvals etc.”* of Annex No 5 “Tender Prices and Rate Tables”  *for* **Phase II and Phase III of the Tender for the Provision of Services** *“Preparation, coordination of engineering-geological surveys during the phase I and receipt of the assessment report of the Lithuanian Geological Survey. Preparation and coordination of the geotechnical report. Preparation, coordination, approval, publication of design proposals, obtaining a building permit”;* **Clauses 3.1, 3.2, 3.28** “*Prepared, coordinated and approved digital model data corresponding to the level of detail of the design proposals in accordance with the requirements of the RB DG), Obtained all necessary special requirements, conditions for connection, agreements, consents, written approvals etc.*” *of* Annex No 5 “Tender Prices and Rate Tables” for **Phase IV and Phase V of the Tender for the Provision of Services**“*Preparation, coordination of engineering-geological surveys during the phase II and receipt of the assessment report of the Lithuanian Geological Survey. Revision and coordination of the geotechnical report. Preparation, coordination of the technical detailed design, expert examination of the design, obtaining, approval of the AsBo NoBo assessments”* to the Contract *and* Clause 4.1 *“Design supervision” of Annex 5 “*“Tender Prices and Rate Tables” for**Phase VI of the Tender for the Provision of Services** *“Design supervision services”.*   1. ***Fixed-fee*** pricing (on-demand procurement at the Contract rates) shall be applied to Annex No 5 “Tender Prices and Rate Tables” for **Phase II and Phase III of the Tender for the Provision of Services** *Preparation, coordination, approval, publicity of engineering studies and design proposals, obtaining of a building permit* (except for the services provided for in Clauses 2.1, 2.2, 2.29, 2.30) to the Contract, Annex No 5 “Tender Prices and Rate Tables” for **Phase IV and Phase V of the Tender for the Provision of Services “***Preparation, coordination of the engineering studies and and the technical detailed design, expert examination of the design, obtaining, approval of the AsBo NoBo assessments”* (except for the services provided for in Clauses 3.1, 3.2, 3.28). |
| * 1. Maximum contract price excluding VAT | The **maximum** price of the contract, excluding VAT, shall be EUR (),(Specify amount in figures an words ) |
| * 1. VAT amount | VAT shall be EUR \_\_\_\_\_ (specify amount in figures and words) |
| * 1. Phase prices / rates excluding VAT | Prices and rates for the Phases as set out in Annex 6 to the Contract |
| * 1. VAT amount per phase | Prices and rates for the Phases as set out in Annex 6 to the Contract |
| * 1. Payment | The Customer shall pay for the Services duly rendered and delivered during each phase of the Services in accordance with the fixed prices (hereinafter referred to as the **Price**) / fixed rates (hereinafter referred to as the **Rates**) set out in Annex No 5 to the Contract, in accordance with the terms set out in Clause 9 of the General Terms and Conditions of the Contract and in accordance with the terms and conditions set out in the Annex No 6 to the Contract, "Payment Schedule for Services Provided".  Phase I payments:   * The part of the price of the services for Phase I *Engineering studies and submission of the inception report*, as set out in table of the Annex ... to the Contract, shall be payable once the inception report has been prepared, coordinated and submitted. * Following engineering topographic surveys and submission of a coordinated engineering topographic survey report. * Following completion of the update of the engineering topographic investigations for the section Panevėžys - LT/LV border * Following the completion of other necessary surveys according to the specific nature of the object and submission of the coordinated reports of other surveys.   Phase II payments:   * The part of the Total Price of the services for Phase II Main Line ( DPS2A , DPS3,DPS4 ) “*Preparation, coordination, approval, publicity of the design proposals, obtaining of a building permit”* as set out in Table of the Annex ..to the Contract shall be payable after preparation and completion of the engineering geological surveys during the phase I and submission of the coordinated report of engineering geological surveys and submission of a certificate of assessment for the report of the Lithuanian Geological Survey. * Upon updated and coordinated geotechnical report. * After the design proposals have been prepared and submitted to the Customer and have been approved by the Customer (after the completion of the procedures of informing the public about the design proposals, after the design proposals have been approved by the municipal administration, and after the obtaining of all the special requirements, conditions of connection, approvals, consents, consents in writing), according to the terms and conditions as provided for in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon submission to the Customer of the building permit(s) received in accordance with the terms and conditions set out in Annex No 6 entitled “Payment Schedule for Services Provided”. * Upon preparation and submission of approved and coordinated digital model data (corresponding to the level of detail of the design proposals in accordance with the requirements of the RB DG and the Customer).   Phase III payments:   * The part of the Total Price of the services for Phase III Joniškėlis railway station “*Preparation, coordination, approval, publicity of the design proposals, obtaining of a building permit”* as set out in Table of the Annex ..to the Contract shall be payable after preparation and completion of the engineering geological surveys during the phase I and submission of the coordinated report of engineering geological surveys and submission of a certificate of assessment for the report of the Lithuanian Geological Survey. * Upon preparation and coordination of the geotechnical report. * After the design proposals have been prepared and submitted to the Customer and have been approved by the Customer (after the completion of the procedures of informing the public about the design proposals, after the design proposals have been approved by the municipal administration, and after the obtaining of all the special requirements, conditions of connection, approvals, consents, consents in writing), according to the terms and conditions as provided for in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon submission to the Customer of the building permit(s) received in accordance with the terms and conditions set out in Annex No 6 entitled “Payment Schedule for Services Provided”. * Upon preparation and submission of approved and coordinated digital model data (corresponding to the level of detail of the design proposals in accordance with the requirements of the RB DG and the Customer).   Phase IV payments:   * The part of the Total Price of the services for Phase III Main Line ( DPS2A , DPS3,DPS4 ) “*Preparation, coordination of the technical design, expert examination of the design, obtaining, approval of assessments from AsBo NoBo”* as set out in Table of the Annex ..to the Contract shall be payable after preparation and completion of the engineering geological surveys during the phase II and submission of the coordinated report of engineering geological surveys and submission of a certificate of assessment for the report of the Lithuanian Geological Survey. * After the preparation and submission of the revised geotechnical report. * After the preparation and submission to the Customer of the documentation of the technical detailed design (executed to a high standard in accordance with all requirements and building regulations) for the first review of the specified design composition in accordance with the terms and conditions set out in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon submission of corrected documentation (completed to a high standard in accordance with all requirements and building regulations), agreed upon by the Customer and other coordinating authorities, third parties, in accordance with the terms and conditions set out in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon preparation and submission to the Customer of approved and coordinated digital model data (corresponding to the level of detail of the technical detailed design in accordance with the RB DG and the Customer's requirements). * Following the completion and positive assessment of the hazard analysis, assessment and management (AsBo) and compliance with the requirements of the technical specification for interoperability of the subsystem infrastructure of the railway system (NoBo), the receipt and submission of a positive conclusion of the expert examination of the construction design and the approval of the technical detailed design by the Customer the part of the total price of the services for Phase III – *Preparation, coordination, design examination, obtaining of AS-Bo No-Bo assessments, approval of the technical detailed design*, after deduction of the amounts previously paid for Phase III of the Contract, will be paid as indicated in Table of the Annex No 5 to the Contract   Phase V payments :   * The part of the Total Price of the services for Phase IV Joniškėlis railway station “Preparation, coordination of the technical design, expert examination of the design, obtaining, approval of assessments from AsBo NoBo” as set out in Table of the Annex ..to the Contract shall be payable after preparation and completion of the engineering geological surveys during the phase II and submission of the coordinated report of engineering geological surveys and submission of a certificate of assessment for the report of the Lithuanian Geological Survey. * After the preparation and submission of the revised geotechnical report. * After the preparation and submission to the Customer of the documentation of the technical detailed design (executed to a high standard in accordance with all requirements and building regulations) for the first review of the specified design composition in accordance with the terms and conditions set out in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon submission of corrected documentation (completed to a high standard in accordance with all requirements and building regulations), agreed upon by the Customer and other coordinating authorities, third parties, in accordance with the terms and conditions set out in Annex No 6 to the Contract, entitled "Payment Schedule for Services Provided". * Upon preparation and submission to the Customer of approved and coordinated digital model data (corresponding to the level of detail of the technical detailed design in accordance with the RB DG and the Customer's requirements). * Following the completion and positive assessment of the hazard analysis, assessment and management (AsBo) and compliance with the requirements of the technical specification for interoperability of the subsystem infrastructure of the railway system (NoBo), the receipt and submission of a positive conclusion of the expert examination of the construction design and the approval of the technical detailed design by the Customer the part of the total price of the services for Phase III – Preparation, coordination, design examination, obtaining of AS-Bo No-Bo assessments, approval of the technical detailed design, after deduction of the amounts previously paid for Phase III of the Contract, will be paid as indicated in Table of the Annex No 5 to the Contract   Phase VI payments. Payment for design supervision services shall be made in accordance with a payment schedule for design supervision submitted separately and coordinated with the Customer.  The price for Phase IV, as set out in Clause 2.4 of the Special Terms and Conditions of the Contract, provides for design supervision services for a maximum period of **48 months** from the commencement of the contract works. Services not provided for in the Contract but necessary for the implementation of the Contract shall be paid for in accordance with Clause 20 of the General Terms and Conditions of the Contract. |
| * 1. Direct settlement with subcontractors | In order to make use of the direct payment option, the subcontractor must inform the Customer thereof in writing within 2 (two) days at the latest. In such a case, a tripartite agreement shall be concluded with the Customer, the Designer and the subcontractor, setting out the arrangements for direct settlement with the subcontractor, including the Designer's right to object to unjustified payments. Signing a tripartite agreement for direct payment with the subcontractor shall not change the responsibility of the Designer for the performance of the Contract |
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| 1. **Terms** | | |
| 3.1. Term (period) and phases for the provision of services | **Phase I** – Engineering studies and submission of the inception report.  **Phase II** – Engineering studies and preparation, coordination, approval, publicity of design proposals, obtaining of a building permit for Main Line ( DPS2A , DPS3,DPS4 )  **Phase III** – Engineering studies and preparation, coordination, approval, publicity of design proposals, obtaining of a building permit for Joniškėlis railway station  The following Phases can be optional scope of the Client. They can be ordered in a separate part as needed or not required at all.  **Phase IV** – Engineering studies and preparation and coordination of the technical detailed design, expert examination of the design, obtaining, approval of AsBo NoBo assessments for Main Line (DPS2A , DPS3, DPS4 )  **Phase V -** Engineering studies and preparation and coordination of the technical detailed design, expert examination of the design, obtaining, approval of AsBo NoBo assessments for Joniškėlis railway station  **Phase VI** – Supervision of the execution of a structure design  **Phase I** must be completed within 7 *(seven)* months from the date of entry into force of the Contract *(taking into account that the term for the provision of the services is a criterion for the evaluation of the tenders, in accordance with the provisions of the Annex to the Procurement documents (Annex 6.2), the specific term for the completion of the phase will be specified after the successful tenderer has been awarded the Contract, on the basis of a Schedule, which shall be submitted along with the tender, but which may not be longer than 6 (six) months after the date of entry into force of the Contract).*  **Phase II** must be completed within 12 *(twelve months)* months from the date of entry into force of the Contract *(taking into account that the term for the provision of the services is a criterion for the evaluation of the tenders, in accordance with the provisions of the Annex to the Procurement documents (Annex 6.2), the specific term for the completion of the phase will be specified after the successful tenderer has been awarded the Contract, on the basis of a Schedule, which shall be submitted along with the tender, but which may not be longer than 19 (ninetyn ) months after the date of entry into force of the Contract)*.  **Phase III** must be completed within 23 *(twenty three )* months from the date of entry into force of the Contract *(taking into account that the term for the provision of the services is a criterion for the evaluation of the tenders, in accordance with the provisions of the Annex to the Procurement documents (Annex 6.2), the specific term for the completion of the phase will be specified after the successful tenderer has been awarded the Contract, on the basis of a Schedule, which shall be submitted along with the tender, but which may not be longer than 23(twenty three ) months after the date of entry into force of the Contract)*.  **Phase IV** must be completed within 36 (*thirty-six)* months from the date of entry into force of the Contract *(taking into account that the term for the provision of the services is a criterion for the evaluation of the tenders, in accordance with the provisions of the Annex to the Procurement documents (Annex 6.2), the specific term for the completion of the phase will be specified after the successful tenderer has been awarded the Contract, on the basis of a Schedule, which shall be submitted along with the tender, but which may not be longer than 36 (thirty-six) months after the date of entry into force of the Contract)*.  **Phase V** must be completed within 42 *(fourthy two )* months from the date of entry into force of the Contract *(taking into account that the term for the provision of the services is a criterion for the evaluation of the tenders, in accordance with the provisions of the Annex to the Procurement documents (Annex 6.2), the specific term for the completion of the phase will be specified after the successful tenderer has been awarded the Contract, on the basis of a Schedule, which shall be submitted along with the tender, but which may not be longer than 42 (fourthy two ) months after the date of entry into force of the Contract)*.  **Phase IV** service must be provided throughout the construction period until the date of signing of the completion documents, but no longer than **48 months** after the commencement of the contract works. |
| 3.2. Date of entry into force of the Contract and period of validity | *The Contract shall be deemed to have been concluded and shall enter into force upon signature of the terms and conditions of the Contract by the authorised representatives of the Parties and upon provision of a performance security.* The Contract shall remain in force until the obligations of the Parties to the Contract have been fully performed. |
| 3.3. Design examination | The Customer shall be responsible for organising the expert examination of the Design. The Design examination shall be carried out by a Design examination contractor hired by the Customer. The estimated term for the expert examination shall be 20 (twenty) business days from the submission to the Customer of the Design (or part thereof in the case of a partial or special expert examination of the Design) and the submission to the Customer of the supplementary data (calculations, studies, etc.) necessary for the expert examination, until the submission of the expert examination act to the Designer. If the Design is submitted to the Design examination contractor for re-coordination in accordance with the mandatory comments submitted by the Design examination contractor, the delay in adjusting the solutions shall be deemed to be the responsibility of the Designer. The term for the expert examination of the Design shall be included in the term for the provision of the Services. If the duration of the Design examination exceeds the term set out in this Clause, the delay shall not be at the risk of the Designer and the provision of the Services shall be suspended for the period of time exceeding the term set out in this Clause, or for the relevant period of time, the Designer shall not be charged interest on arrears |
| *3.4. Suspension of Contract performance* | After the completion of Phase V, the Contract shall be suspended pending the selection of the contractor for the construction of the structure. In this case, the provisions of Clause 26 of the General Terms and Conditions of Contract shall not apply. If the performance of the Contract has been suspended for more than 18 (eighteen) months as a result of the circumstances referred to in the first sentence of this Clause, the Designer may, by notice to the Customer, request the resumption of the performance of the Contract within 30 (thirty) calendar days. If the performance of the Contract is not resumed within the specified period of 30 (thirty) calendar days, the Designer shall have the right to unilaterally terminate the Contract. The period during which the performance of the Contract has been suspended on the grounds referred to in the first sentence of this Clause shall not be counted as part of the term of the Contract.  The Customer undertakes to inform the Designer of the commencement of Phase VI at least 28 calendar days before the commencement of the works. |
| 3.5. Schedule of Services | The Schedule of Services for Phases I to V (to be submitted together with the Inception Report) shall be submitted to and coordinated in writing by the Customer no later than 14 (fourteen) days after the date of entry into force of the Contract.  The service delivery schedule must indicate identical service delivery deadlines as declared in the Schedule submitted with the proposal, for which the supplier received economic benefit points. |
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| 1. **Insurance and guarantees** | | |
| 4.1. Designer's insurance | **Conditions for compulsory insurance against civil liability of the designer of the structure**     1. The Supplier, having agreed in writing with the Customer or its authorised representative the terms and conditions of the insurance contract, shall be obliged to submit to the Customer, within 10 (ten) days from the date of signing of the Contract, but not later than before the commencement of the design works of the structure, a contract of compulsory third-party civil liability insurance of the designer of the building, in accordance with the requirements specified in section XI of the Republic of Lithuania Law on Construction (as amended), in compliance with the requirements set out below. The scope of insurance coverage shall not be narrower than that provided for in the Regulations on Compulsory Insurance against Civil Liability of the Designer of the Structure (approved by the Resolution of the Board of the Bank of Lithuania of 23 October 2012 No. 03-225) and the requirements specified below:      1. The period of insurance shall run from the beginning of the design of the structure until the completion of the design of the structure. The term of the insurance cover must cover the period from the beginning of the design of the structure until the end of the warranty period referred to in Article 6.698(1)(1) of the Civil Code. 2. The amount of civil liability insurance shall not be less than EUR 4,500,000.00 per insured event, per building and for the entire duration of the insurance contract in the case of a site-specific insurance contract, or EUR 4,500,000.00 per insured event and for the entire duration of the insurance contract in the case of an annual (i.e. taking into account the scope of the designer's design work for the structures in the course of the year) insurance contract**.** The unconditional deductible shall not be higher than the amount specified in the Structure Designer's Third Party Liability Insurance Regulations. 3. The insurance contract must state that Clause 15.1 of the Regulations does not apply, i.e. non-pecuniary damage under the Contract must be indemnified for by an amount not less than the amount specified in the third-party liability insurance. 4. In the case of design supervision, the insurance policy must state that the insurance cover extends to design supervision work. 5. The insurance contract shall stipulate, as appropriate, that Clause 15.17 of the Regulations shall not apply. 6. The Supplier must submit to the Customer, together with the Structure Designer's Third Party Liability Insurance Policy, certified copies of the payment order confirming payment of the insurance premium(s) or part(s) thereof. 7. The insurance contract shall be concluded and, if necessary, continued, for a term covering the period from the commencement of the provision of the Services until the 30th calendar day after the scheduled date of transfer of the result of the Services to the builder (Customer). The term of the insurance cover must cover the period from the beginning of the design of the structure until the end of the warranty period referred to in Article 6.698(1)(1) of the Civil Code. The Supplier must, at its own expense, extend (renew) the insurance contract and, at least 2 (two) business days before the expiry of the insurance contract to be renewed, provide the Customer with the documents evidencing the fact of having concluded an insurance contract for the new insurance period. 8. If the Structure Designer is acting on the basis of a joint venture/partnership and/or employs subcontractors, all other partners and/or subcontractors must be named as additional insured persons in the Structure Designer's Third Party Liability Insurance Contract. 9. If the insurance benefit paid by the insurer is insufficient to compensate for the damage caused by the Service Provider, the Service Provider shall be obliged to indemnify for the remaining damages. If the Service Provider does not conclude an insurance contract or does not ensure compliance with the terms of the insurance contract, the Service Provider shall be liable to pay indemnification for all damages caused   **Compulsory civil liability insurance for the Designer of the Structure when supervising the execution of the building project**:  1. The minimum amount of compulsory civil liability insurance for the designer of the structure shall not be less than EUR 750,000.00 (seven hundred and fifty thousand euros, 00 ct.) per insured event and for the entire period of validity of the insurance contract, where an insurance contract is submitted for a specific building, or EUR 1,000,000.00 (one million euros, 00 ct.) per insured event and for the entire period of validity of the insurance contract when an annual (i.e. taking into account the scope of the building designer's building design work per year) insurance contract is submitted.  2. The scope of the insurance cover for the design of the structure shall not be narrower than that provided for in the Regulations on Compulsory Insurance against Civil Liability of the Designer of the Structure.  3. The Structure Designer's Compulsory Third Party Liability Insurance Contract must clearly state that the insurance cover is for the activities of supervision of the structure design.  Other insurance conditions are set out in Clause 12 of the General Terms and Conditions of the Contract. |
| 4.2. Contract performance security | *applicable* |
| 4.3. Value, methods and term for the provision of the performance security | Not less than *5 (five)* percent from the maximum Contract price excluding VAT.  Performance of the Contract shall be secured by: a bank guarantee, a surety bond from an insurance company or credit union [*bank guarantee/surety bond from an insurance company or credit union*]  The term for the provision of the performance security shall be set out in Clause 7.2 of the General Terms and Conditions of the Contract. |
| 4.4. Interest on arrears | Specified in Clause 10 of the General Terms and Conditions of the Contract. |
| 4.5. Penalty | *Not applicable* |
| 4.6. Advance payment | The Designer may, at its request, advance up to 30 percent of the maximum Contract price, provided that it provides an Advance Payment Guarantee in accordance with the terms of the Contract and complies with the other requirements set out in the Contract. |
| 4.7. Conditions for payment of the advance | 1. The Designer must apply for payment of the advance payment no later than 5 (five) days after the entry into force of the Contract.  2. The advance payment must be secured by a first-call bank guarantee / a surety bond from an insurance company or credit union (hereinafter referred to as the surety bond). The amount of the Advance Payment security shall be 100% of the amount of the Advance Payment requested.  3. The bank guarantee or surety bond and/or the contract (agreement) between the Designer and the issuer of the bank guarantee or surety bond on the issuance of the bank guarantee or surety bond shall include provisions that disputes between the Parties shall be settled in accordance with the procedure established by the legislation of the Republic of Lithuania, in the courts of the Republic of Lithuania;  - The entity issuing the bank guarantee or surety bond shall irrevocably and unconditionally undertake to pay to the Customer an amount not exceeding the amount of the advance paid and the amount of the security, by transferring the money to the account specified by the Customer, within a maximum of 15 (fifteen) calendar days from the date of the Customer's receipt of the Customer's written notification of the non-performance of the Contract or of the termination of the Contract (it is prohibited to imply in the surety bond/guarantor any additional conditions regarding the payment of the sum of money.  - It cannot be stated that the entity issuing the bank guarantee or surety bond is only liable for direct damages.  - The issuer of the bank guarantee or surety bond shall not be entitled to require the Customer to substantiate its claim. The Customer shall state in the notification that the amount of the advance security is due to it as a result of the Designer's partial or total failure to comply with the terms of the Contract and/or termination of the Contract and the Designer's failure to repay the advance security.  - The Advance Payment security shall comply with all the requirements of the Contract throughout the term of the Contract and may not be altered by the Designer and/or the entity issuing it without the written consent of the Customer.  - The term of the Advance Payment security must be at least as long as the expiry of all contractual obligations of the Designer, including but not limited to the payment of forfeiture.    The provisions of Section 7 of the General Terms and Conditions of the Contract shall apply *mutatis mutandis* to the documents guaranteeing the Advance Payment.    An Advance Payment security that does not comply with the requirements set out in this Section of the Contract shall not be accepted and no advance payment shall be made.    -  4. If, during the term of the Contract, the Advance Payment security expires or ceases to be valid for any other reason, or if the term of the Contract is extended so as to require an extension of the validity of the performance security, the Designer shall be obliged to extend or furnish a new Advance Payment security, which complies with all the requirements of the Contract, prior to the expiry date of the existing Advance Payment security.  5. The Designer undertakes to provide a bank guarantee or surety bond complying with the requirements set out in the Contract no later than within 10 (ten) calendar days from the date of discovery of the fact or from the date of the Customer's request, should it become apparent during the performance of the Contract that the entity that issued the bank guarantee or the surety bond no longer complies with the requirements of the Contract. If the Designer violates this Clause, the Customer shall be entitled to terminate the Contract for the fault of the Designer and the Designer shall be obliged to repay the Advance Payment.    6. If the Designer fails to comply with any of the above-mentioned requirements, the Customer shall be entitled to terminate the Contract for the fault of the Designer and the Designer shall be liable to repay the Advance Payment.  7. In the event of termination of the Contract, the Designer shall be obliged to return to the Customer the advance payment received within 7 (seven) business days (if a part of the Services has been provided and accepted and the Customer is able to use the Services for the intended purpose, the advance payment shall be returned to the Customer for the amount of the advance payment in excess of the price of the Services accepted by the Customer). If the Designer fails to repay the advance payment received, the Designer shall be subject to interest at the rate of 0.05 percent of the amount of the late repayment of the advance payment for each day of delay from the day after the due date for repayment of the advance payment or any part thereof, and shall have recourse to the Advance Payment security.    8. The amount of the advance payment shall be deducted from amounts due to the Designer. The Customer shall pay the Advance Payment to the Designer in accordance with the Advance Payment invoice submitted by the Designer not later than 60 (sixty) calendar days from the date of receipt of the Advance Payment invoice and the Advance Payment security for the full amount of the requested Advance Payment, but not earlier than after the Contract comes into force. The provisions of Section 9 of the General Terms and Conditions of the Contract shall apply *mutatis mutandis* to the prepayment account.    9. The advance payment security shall be returned to the Designer within 30 (thirty) calendar days after the Designer's full fulfilment of its contractual obligations and at the Designer's request |
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| 1. **Information for contract management** | | |
| * 1. **CUSTOMER** | | |
| * + 1. Name | Public limited liability company LTG Infra |
| 5.1.2. Address | Geležinkelio st. 2, LT-02100 Vilnius, Lithuania |
| * + 1. Legal entity code | 305202934 |
| * + 1. VAT identification number | LT100012666211 |
| * + 1. Bank account | No. LT21 7300 0101 5917 5126 |
| * + 1. Bank, bank code | Swedbank, AB, bank code 73000 |
| * + 1. *Special account opened for the Project* | No. LT88 7300 0101 7058 1508 |
| * + 1. Bank, bank code | Swedbank, AB, bank code 73000 |
| * + 1. Tel. No. | +370 5 269 3353 |
| * + 1. Fax | - |
| * + 1. E-mail | info@ltginfra.lt |
| * + 1. Representative | *[specify]* |
| * + 1. Basis of representation | *[specify]* |
|  | | |
| * 1. **DESIGNER** | | |
| * + 1. Name | *[specify]* |
| * + 1. Address | *[specify]* |
| * + 1. Legal entity code | *[specify]* |
| * + 1. VAT identification number | *[specify]* |
| * + 1. Bank account | *[specify]* |
| * + 1. Bank, bank code | *[specify]* |
| * + 1. Tel. No. | *[specify]* |
| * + 1. Fax | *[specify]* |
| * + 1. E-mail | *[specify]* |
| * + 1. Representative | *[specify]* |
| * + 1. Basis of representation | *[specify]* |
|  | | |
| * 1. Contract drafter | *Strategic Procurement Project Manager Ingrida Riabovienė, tel. +37068216684, e-mail ingrida.riaboviene@ltgkc.lt.* |
| * 1. Person responsible for publishing reports | *Specify unit/division, title, name, surname, tel. No., e-mail* |
| * 1. Contact details of the responsible person authorised to receive the services | *Specify the division/unit, position, name, tel. No., e-mail address, and may specify more than one authorised person*. The Customer shall inform the Designer of the change of the authorised person via the Designer's e-mail specified in Clause 5.1.9 of the Special Terms and Conditions of the Contract, and no separate amendment of the Contract or a separate authorisation shall be made as a consequence thereof. |
| * 1. Contract owner: | *[specify division code]* |
| * 1. Designer's representative responsible for the performance of the contract | *[specify position, name, surname, tel. No., e-mail]* |
|  | | |
| 1. **Other conditions** | | |
| 6.1. The Special Terms and Conditions of the Contract signed by the Parties, together with the General Terms and Conditions of the Contract and the Annexes listed above, constitute the Contract between the Customer and the Designer. The documents constituting the Contract shall be deemed to be mutually explanatory. In the event that the provisions of the Special Terms and Conditions and/or Annexes to the Contract are inconsistent with the provisions of the General Terms and Conditions of the Contract, the provisions of the Special Terms and Conditions of the Contract and the Annexes to the Special Terms and Conditions of the Contract shall prevail. Alternative provisions (marked *"if applicable", "if any"*, etc.) referred to in the General Conditions of the Contract shall only be applicable if they are specifically described in the Special Terms and Conditions of the Contract or in the Annexes to the Special Terms and Conditions of the Contract, and their application is necessary to take into account the applicable legal framework in relation to the subject-matter of the Contract. In the event of any inconsistency between the Special Terms and Conditions of the Contract and its Annexes, the Designer's tender shall prevail, followed by the terms of the contract on the basis of which the Contract was concluded, followed by the text of the Contract signed by the Parties. | | |
| . | | |
| **6.2. By signing these Special Terms and Conditions of the Contract, the Parties hereby confirm that they have read both the Special Terms and Conditions of the Contract and its Annexes and the General Terms and Conditions of the Contract, that they have understood the contents thereof and that all the terms and conditions of the Contract are in full conformity with their respective wills and genuine intentions.** | | |
|  | | |
| 1. **ANNEXES TO THE SPECIAL TERMS AND CONDITIONS OF THE CONTRACT** | | |
| * 1. Annex 1. Tender submitted by the Designer and its explanations (the tender shall be annexed to the Contract to the extent that it relates to compliance with the Technical Specification and the evaluation of the tender, and shall be kept in its entirety in the CPP IS). If quality criteria have been applied, the part of the tender containing the indicators to which the supplier has committed itself must be attached to the contract. | | |
| * 1. Annex 2. Terms and Conditions of the Procurement and their explanatory notes (not attached to the Contract separately, but stored in the CPP IS). | | |
| * 1. Annex 3. Technical Specification with Annexes. | | |
| * 1. Annex 4. Schedule of Services (if any). | | |
| * 1. Annex 5. Price and Fee Schedule of the Tender. | | |
| * 1. Annex 6. Payment Schedule for Services Provided. | | |
| * 1. Annex 7. Contract payment terms. | | |
|  | | |
| |  |  | | --- | --- | | **On behalf of the Customer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **On behalf of the Designer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |

The signing, registration dates and No. of this document are recorded in the metadata of this document.

**DESIGN CONTRACT**

**GENERAL TERMS AND CONDITIONS**

1. GENERAL TERMS OF THE CONTRACT
   1. For the purposes of this Contract, the following terms, when capitalized, shall have the following meanings:

Reporting Period shall mean the period for which the Supplier is required to provide the Customer with an account for the Services provided (see. Section 13 of the General Terms and Conditions of the Contract [*Reports*]).

**Information System SABIS** is the State information system for the preparation, submission and storage of invoices for goods, services and works by means of information technology, as well as for obtaining information on the payment of the submitted invoices (the website of the electronic service SABIS can be found at https://nbfc.lrv.lt/lt/sabis/).

**Authority** shall mean the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the European Climate, Infrastructure and Environment Programme Executive Agency, or other independent persons mandated to act on behalf of the European Commission institutions, as well as other national authorities (the National Audit Office, the Central Project Management Agency, etc.) with statutory powers to carry out the verification of the Project, and representatives authorised by RB Rail AS (the Baltic Joint Venture (BJV) set up in Latvia for the purpose of the coordination and implementation of the project Rail Baltica, a project of major importance for the country).The Agency shall not be held liable for any damage caused or suffered by the Supplier or its subcontractors, including any damage to third parties arising out of or in connection with the performance of the Contract.

**European Standard for Electronic Invoices** shall mean the European Standard for Electronic Invoices, the reference of which is published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19).

**Specialist** shall mean the specialist identified in the Designer's Tender as holding the position and possessing the necessary competencies and professional qualifications upon which the Designer's qualifications have been based in accordance with the requirements of the procurement documents.

**Procurement** shall mean the acquisition of services by the Customer through a design contract with the selected supplier(s).

**Instruction** shall mean any written or oral instruction (which must be subsequently confirmed in writing) given to the Designer by a Project Manager appointed by the Customer in relation to the performance of the Contract.

**Services** shall mean all services provided for in the Contract, its Annexes and applicable laws and regulations, which the Designer is obliged to provide in performance of the Contract.

**Project** shall mean the the design proposals and/or technical detailed design prepared by the Designer on the basis of the technical specification (Design Task) submitted by the Customer, on the basis of the mandatory documents for the preparation of the Project and in accordance with the requirements of the documents of the normative construction technical documents of the prescribed composition and written instructions of the Customer and its authorised person, and in accordance with the requirements of the normative construction technical documents and the requirements of the Contract and the procedure established by the legislation, complying with the requirements of STR 1.04.04:2017 "Structure Design, Project Examination" (or any other applicable, superseding legal act), the Republic of Lithuania Law on Construction (or any other applicable, superseding legal act) and other legal acts. The composition of the Project to be prepared by the Designer shall be detailed in the Special Terms and Conditions of the Contract and the Design Task.

**Design Task** shall mean the Technical Specification and/or the Terms of Reference or any other document specifying the work to be designed, detailing the Services to be provided under the Contract, outlining the requirements and/or objectives for the provision of the Services, specifying, where applicable, the methods and resources to be used by the Designer, and/or the deliverables which the Designer is required to achieve.

**Design Documentation** shall mean all documentation relating to the provision of the Services and the implementation of the Services provided.

**Structure** shall mean an object specified in the Design Task, the Design of which the Designer is obliged to prepare under the Contract and for the construction of which the Designer is obliged to obtain a building permit, if required to obtain one by law.

**Contract** shall mean the General Terms and Conditions of the Contract, the Special Terms and Conditions and any Annexes thereto.

**Invoice** shall mean the value added tax invoice (hereinafter referred to as **VAT**), invoice, credit and debit documents.

**EC** shall mean the European Commission.

**EU** shall mean the European Union.

**Law on Procurement of Public Utilities** shall mean Republic of Lithuania Law on Procurement by Contracting Entities Operating in the Water, Energy, Transport or Postal Services Sectors

**Law on Public Procurement** shall mean the Republic of Lithuania Law on Public Procurement.

**Maximum Contract Price** shall mean the price quoted in the Designer's tender, exclusive of VAT, determined in accordance with the procedures and pricing set out in Clause 2.1 of the Special Terms and Conditions of the Contract. The Maximum Contract Price excluding VAT shall be also set out in Clause 2.2 of the Special Terms and Conditions of the Contract.

1. INTERPRETATION OF THE CONTRACT
   1. 2.1. In the Contract, where the context requires it, words in the singular may have a plural meaning, and vice versa.
   2. 2.2. When a given meaning is different between the numerical and the verbal meanings, the verbal meaning shall be used. If the abbreviation of the name of the currency of payment does not correspond to the full name of the currency of payment in words, the full name of the currency in words shall be considered to be the correct one.
   3. 2.3. The duration of the Services and other terms in this Contract shall be calculated in calendar days and calendar months, unless otherwise specified in the Contract.
2. RIGHTS AND OBLIGATIONS OF THE DESIGNER
   1. 3.1. The Designer undertakes:
      1. To provide the Services in accordance with the terms (if any) for the provision of the Services set out in the Contract and its Annexes (the Schedule for the provision of the Services, if any). The term for performance of the Contract shall be considered to be a material condition;
      2. To be guided by the Contract, the Design Task, the construction norms and other legal acts in force in the Republic of Lithuania, as amended from time to time, as well as by the Customer's lawful explanations and instructions when providing the Services. The Project must be prepared in a qualitative and error-free manner, and if any errors are found, they must be corrected without delay, so that the Project complies with the requirements of the normative construction technical documents, the normative documents on safety and use of the structure, and other legal acts.
      3. To provide the Services to the Customer in full in accordance with the Contract at the price set out in the Contract, at the Customer's own risk, as diligently and efficiently as possible. The Designer, in accordance with his/her professional knowledge and experience, shall have the right to make proposals to the Customer regarding the solutions in principle of the design services in the event of changes which, in the Designer's opinion, could contribute to the creation of the most technically and economically optimal and advantageous conditions for the construction of the Object. The Designer shall submit the above-mentioned proposals for amendments, together with satisfactory evidence of their validity, in writing to the Customer. The Customer shall examine the proposals within 20 (twenty-five) business days after receipt of the Designer's respective proposal, unless the Parties agree on a different term, informing the Designer of its decision;
      4. The Designer must inform the Customer in writing of works not specified in the Contract or in the Design Task, but necessary for proper design, as well as of any new instructions or amendments thereto required;
      5. To independently carry out all the necessary actions and procedures on behalf of the Customer and at its own risk and obtain the mandatory Project preparation documents (conditions of connection, special requirements, all necessary consents, approvals, etc.);
      6. If applicable, to carry out or commission and organise any structural studies (topographical, geological, structural tests, etc.) necessary for the preparation of the Project, as specified in the Design Task and/or the legislation;
      7. To independently coordinate the Project with the competent state and municipal authorities and other companies and organisations with which the Project must be coordinated in accordance with applicable legislation. To obtain approvals and consents from the following authorities and bodies. The Designer undertakes to revise the design documentation in accordance with the comments received from the Authorities and, if necessary, to resubmit the Project for coordination until it is approved. Repeated coordination shall not entitle the Project to an extension of the term for the provision of the Services. The Designer shall be obliged to submit the Project for approval using the information system Infostatyba of the Republic of Lithuania for building permits and state supervision of construction;
      8. To obtain a building permit at the Customer's own expense on behalf of the Customer, if required to obtain one in accordance with the statutory procedure;
      9. To prepare the Project in the form set out in the Contract and in the applicable legislation and to submit it to the Customer for approval upon receipt of the positive conclusions of the general design examination of the Project (if an examination is performed). The Project must be prepared in such a way:

(a) that competition is not restricted, i.e. it does not allow (1) only a specific supplier to carry out the construction contract activities and/or (2) only a specific manufacturer's equipment/materials to be used in the construction of the Structure Building Contract.

(b) as not to eliminate or otherwise restrict the conditions for the performance of the Structure contracting activities without materials from countries or territories whose suppliers, their sub-suppliers, the entities whose capacities are relied upon, the manufacturers, or the persons or persons controlling the persons performing maintenance and support of the hardware or software, are not considered to be reliable, in accordance with the list approved by a resolution of the Government of the Republic of Lithuania or by a legal act superseding/supplementing the Resolution.[[1]](#footnote-2)  
[[1]](https://euc-word-edit.officeapps.live.com/we/wordeditorframe.aspx?ui=en%2DGB&rs=lt%2DLT&wopisrc=https%3A%2F%2Flglt.sharepoint.com%2Fsites%2FCoworkingLGI-LG-RBRail2%2F_vti_bin%2Fwopi.ashx%2Ffiles%2Fa496856a2a354ca7b1fbed243fac4c4a&wdenableroaming=1&mscc=1&hid=83E474A0-1047-5000-6550-EB803CB612A6&wdorigin=ItemsView&wdhostclicktime=1667455736743&jsapi=1&jsapiver=v1&newsession=1&corrid=67f9cc79-914d-4ff1-90d9-52ca2819f5ea&usid=67f9cc79-914d-4ff1-90d9-52ca2819f5ea&sftc=1&cac=1&mtf=1&sfp=1&instantedit=1&wopicomplete=1&wdredirectionreason=Unified_SingleFlush&rct=Medium&ctp=LeastProtected#_ftnref1) <https://www.teisesakturegistras.lt/portal/lt/legalAct/35e281a0b0c711ec8d9390588bf2de65/asr>

* + 1. The Designer shall be obliged to coordinate in writing all decisions on the Project with the Project Manager appointed by the Customer or the person responsible for the execution of the Contract, to take into account the Customer's reasonable and lawful instructions, comments, rational and reasoned proposals, and to undertake all possible measures in order to ensure that the Project will be developed in accordance with the Customer's reasonable and lawful proposals, in accordance with the Design Task, this Contract, and the applicable standards. To adjust the Project at the Customer's lawful instruction;
    2. To correct, at its own expense, any inaccuracies, errors or other deficiencies found in the Project or in any other Project documentation prepared by the Designer within the shortest technically feasible period of time, which shall not exceed 10 (ten) days, and to submit to the Customer the technical design with all amendments:
* following the question and answer portion of the contract works;
* following the substantial amendments to the Project, incorporating the non-substantial amendments that have been made to that date;
* to provide the Customer with a final (updated) Project documentation with all amendments, during the course of the Project's supervision, and prior to the receipt of the certificate of acceptance of the contract works.

Correction of inaccuracies and errors shall not be a reason to extend the interim and/or final deadlines for the provision of the Services or to require additional payment. If it is not possible to make corrections to the Project, the Designer shall indemnify the Customer in accordance with the procedure set out in the Contract against any loss arising from the circumstances referred to in this Clause. When submitting the technical design for re-approval after comments, the Designer shall prepare a summary of the corrected/adjusted areas, which shall include: a reference to the revised part of the project, information on what has been revised, what problem has been solved with detailed explanations and justifications, a comparative version indicating how it was before the revision and how it is revised. New changes/adjustments made must be highlighted (*if possible*). It is recommended to provide a summary of project corrections in tabular form;

* + 1. To prepare the Project within the price of the construction works, if such price was specified in the Procurement documents or expressly indicated by the Customer when the Designer decided to submit a proposal and/or sign the Contract;
    2. To coordinate design documentation in writing in advance with the Customer When making any changes thereto;
    3. The Designer shall inform the Customer immediately within 2 (two) business days from the date of submission of the Customer's wishes, proposals or relevant circumstances, if the Customer's wishes, proposals or design solutions are unfeasible or contradict the requirements of the construction normative documents, or if circumstances arise which may prevent the provision of the Services in a qualitatively and timely manner. Upon failure to comply with this obligation, the Designer shall forfeit the right to make claims for non-performance or improper performance on this basis in the future;
    4. When preparing and coordinating the Project and providing project execution services, it shall actively cooperate with the Customer and advise the Customer free of charge on issues related to the object of the Contract;
    5. To immediately, but not later than within 3 (three) business days after the occurrence/appearance of the relevant circumstances, inform the Customer in writing of the occurrence of circumstances that may prevent the commencement, provision and/or completion of the Services (including the lack of information, data, documents provided by the Customer, the real and reasonable likelihood of the Customer's instructions jeopardising the quality of the Works, the timelines for their provision, the measures the Designer intends to take in order to immediately remove the obstacles to the performance of the Contract, and any other relevant circumstances);
    6. If the Designer is delayed in the provision of the Services or any part thereof, the Designer shall promptly notify the Customer in writing, stating in writing the specific reasons for the delay, the options available to remedy the delay, and providing an updated timetable;
    7. To provide the Customer in advance, at the Customer's request, with the information about the Project that is necessary for the Customer to acquire the services of the expert examination of the construction project (information about the types of expert examination to be carried out, the preliminary estimated cost of the construction works of the construction project, the project's composition list, the preliminary expected date of the Project's submission to the expert examination, etc.). To submit the Project and any necessary additional data (structural calculations, test reports, etc.) agreed upon with the Customer and other authorities (if required) in electronic unlocked media. The Customer, who will arrange for a general examination of the Project, if an examination of the Project is to be carried out. If a partial examination or special examination of the Project is required, the relevant parts of the Project, coordinated with the Customer and other authorities (if required), shall be submitted to the Customer for the Customer to arrange for a partial examination or special examination of the Project (if any) to be carried out;
    8. The Designer shall be obliged, without additional payment, to correct and/or revise the Project in accordance with the conclusions of the general and/or partial and/or special examination of the Project within the shortest possible term, but not later than 10 (ten) days from the date of the submission of the comments (if an examination is to be carried out), and to resolve and respond to any other issues raised during the course of the examination or in the conclusions thereof. Revisions to the Project in accordance with the expert examination comments shall not be a reason to extend the interim and/or final deadlines for the provision of the Services or to request additional payment;
    9. To respond promptly, within no more than 3 (three) business days from the date of submission of questions to the Designer, in a reasoned manner (with specific references to design documentation, specifications, drawings, etc.), to the questions submitted by the Customer from the tenderers for the construction works tender, related to the Project;
    10. To manage the Design services (i.e. to coordinate the work of all the designers of the Project, in the case of sub-contracting of the Services, and to ensure that all parts of the Project are compatible with each other, and that all the design documentation is properly documented);
    11. To submit detailed reports together with accompanying documents in accordance with the requirements of Clause 13 of the General Terms and Conditions of the Contract;
    12. To ensure that, at the time of conclusion of the Contract and throughout the term of the Contract, the persons engaged by the Designer have the necessary qualifications and experience to provide the Services. Such persons shall be replaced during the term of the Contract with the written consent of the Customer, after the Designer has provided the documents substantiating the qualifications of the persons and stating the reasons for the replacement. If the persons specified by the Designer do not meet the qualifications and improperly provide the Services and fail to ensure the proper fulfilment of the obligations of the Contract, upon the Customer’s request, the Designer must immediately replace the specified persons with other persons who have the necessary qualifications and experience;
    13. To include the author(s) of the architectural work in the Project and ensure the continued involvement of the author(s) of the architectural work in the preparation of the Project and, in the event of their approval of the architectural design of the building, their signature of the Project, thereby confirming that their rights as author(s) of the architectural work have not been violated. If the author of the architectural work disagrees with the architectural solutions, detailed and well-founded reasons must be given for the disagreement.
    14. The designer agrees and also submits to the Customer the consent of the author of the architectural work that in that case if in accordance with Clause 14.4 of the Special Terms and Conditions of the Contract, it has been decided that the services commenced by the Designer are to be continued by the other designer engaged by the Customer.
    15. To provide its employees, specialists and any other persons providing Services under this Contract in the Republic of Lithuania, taking into account the nature of their work (e.g., working alongside the track in the event of train traffic), with safety equipment complying with the Customer's safety requirements, and to ensure that they are properly instructed in occupational safety; and to ensure that areas of danger to the trains and/or vehicles are properly cordoned off (through the erection of signalling signs, the appointment of signallers, etc). Where measurements, surveys and/or other works are carried out on the operating railway in the course of the provision of the Services and are likely to violate the minimum gauges specified in the safety and/or other rules, such works shall be carried out only during traffic breaks;
    16. To return all documents received from the Customer for the performance of the Contract at the Customer's written request;
    17. Not to use the Customer's marks or name in any advertising, publications or otherwise without the prior written consent of the Customer;
    18. To ensure the confidentiality and protection of information received from the Customer during the performance of the Contract and related to the performance of the Contract;
    19. Not to distribute or transmit the Project (including copies) or any part of it to third parties, except as agreed upon in advance in writing with the Customer or as necessary for the performance of the Contract. This provision shall not restrict the Designer's use of moral copyrights which are not transferable to the Customer under this Contract;
    20. To ensure that all documentation relating to the provision of the Services and the implementation of the Services provided is prepared impartially, in accordance with the law, using accepted and generally recognised frameworks and taking into account the most up-to-date criteria for the provision of such services;
    21. To be aware of and comply with the requirements of the legislation governing the use of financial support for public procurement in the Republic of Lithuania and the EU (in particular the requirements for eligibility of expenditure) in the provision of the Services (if applicable);
    22. To duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania;
    23. If the Designer is acting on the basis of a joint venture/partnership, all such partners, jointly and severally, shall be bound by the terms and conditions of the Contract, i.e. jointly and severally liable to the Customer for the performance of the provisions of this Contract, without any reference to the amount of their obligations under the joint venture or the amount of their contributions to the joint venture. The Designer must designate one of the partners to represent the Customer and to have the authority to enter into obligations on its behalf, including the authority to invoice and receive payment for the Services from the Customer. Any change in the partners bound by the joint venture agreement without the prior written consent of the Customer shall be considered a material violation of the Contract;
    24. To get acquainted with and comply with the provisions of the Code of Conduct for the Supplier of the AB Lietuvos geležinkeliai Group of Companies (made publicly available[[2]](#footnote-3)) and the operational principles specified therein, as well as to ensure that they are complied with by all the third parties engaged by the Designer (subcontractors, other economic operators whose capacities the Designer relies on to meet the qualification requirements, etc.).
    25. If it is provided for in the Special Terms and Conditions of the Contract that the Designer undertakes to carry out maintenance services together with the performance of the project for the entire construction period, i.e. from the commencement of construction of structures (transfer of the construction site to the Structures construction contractor chosen by the Customer) to the completion of construction of structures according to the procedure established by legal acts and the transfer of the Structures (its construction works) to the Customer, to organise and ensure proper supervision of the execution of the Project, in accordance with the requirements set out in this Contract and the applicable legal acts:
        1. To appoint as Project Supervisor and supervisors of the relevant parts of the Project the persons identified in the Designer's tender;
        2. 3.1.34.2. During the supervision of the Project, to visit the site of the works at a time agreed in advance with the Customer, the construction contractor, but at least once a week, starting from the actual commencement of the construction of the works and ending with the completion of the construction of the completed works, to attend meetings organised by the Customer, the Building Contractor or the Maintenance Contractor and the FIDIC Engineer, to visit the construction site, attend site inspections organised by the Building Contractor, the Customer or the Technical Supervisor, to monitor the progress of the construction and promptly (unless special circumstances require otherwise) on the same business day that a problem becomes apparent, within the limits of his/her competence, solve all problems related to the implementation of the Project, provide explanations related to the solutions of the prepared project to all participants of the construction, in accordance with the processes established during the performance of the construction works;
        3. To check that the Structure is being constructed in accordance with the requirements of Project solutions and Technical Specifications;
        4. To supervise that the construction is carried out in accordance with the construction organisation solutions provided for in the Project, which must be optimal for the Customer;
        5. To organise the correction of any errors detected in the Project;
        6. To check that its instructions and requirements are carried out;
        7. To prohibit the use of products, materials and equipment if they do not comply with the requirements of the technical specifications and building regulations;
        8. To require the suspension of construction work if it is not in accordance with the Project's design, the requirements of the building regulations and/or if there is a risk of an accident;
        9. To make the appropriate entries in the construction work log;
        10. To perform other duties of the Structure Project Supervisor as set out in the legislation and to exercise the rights conferred by the legislation and this Contract;
        11. If the Designer's qualifications for the right to engage in the relevant activities have not been, or have not been fully, verified, the Designer undertakes to the Customer that the supervision of the execution of the Project will be carried out only by persons who are qualified to do so;
        12. To ensure that during the performance of the Contract, the Services provided by the Designer and its subcontractor will not pose a threat to national security (applicable in the case of the object of the Contract related to national security);
        13. To immediately inform the Customers of any circumstances arising during the term of the Contract which may render the Contract inconsistent with the interests of national security (applicable in the case of an object of the Contract relating to national security).
    26. The *Designer* undertakes to keep minutes of meetings with the Customer during the design process. Draft minutes (in Lithuanian) shall be prepared and submitted to the Customer for approval within 3 business days after the meeting. The minutes shall be submitted in *excel, word* (or equivalent) editable formats, unlocked and easily editable in a format agreed upon with the Customer. The Customer may at any time take over and/or return the preparation of the minutes to the *Designer*.
    27. Unless otherwise requested by the Customer or the Authority, or agreed upon between the *Designer* and the Authority and the Customer, all communications or publications relating to the Contract, whether jointly or individually produced by the *Designer*, including those disseminated at conferences and seminars, or any informational or promotional material (e.g., brochures, leaflets, posters, presentations, etc.) related to the execution of the Contract, shall indicate that the activity is financed by the European Union and shall bear the European Union emblem. If another logo is used in combination, it must not overshadow the emblem of the European Union. The obligation to provide the emblem of the European Union does not confer on the *Designer* an exclusive right of use. The *Designer* may not appropriate the emblem of the European Union or any similar trademark or logo, whether by registration or otherwise, but the *Designer* shall be exempted from obtaining the prior permission of the Authority to use the emblem of the European Union, for the purposes and under the conditions set out.
    28. The *Designer* must comply with the latest publicity requirements of the European Union. To this end, the *Designer* must keep abreast of changes in publicity requirements. The publicity requirements for the date of award of the Contract shall be published on the following website: <https://ec.europa.eu/inea/en/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>
    29. All communications or publications relating to the performance of the Contract prepared by the *Designer*, jointly or individually, in any form and by any means whatsoever, shall state that they contain only the views of the author and that the Customer and the Authority shall not be liable for any use that may be made of the information contained therein.
    30. The *Designer* shall take all appropriate measures to ensure that there is no risk that the Contract cannot be performed impartially and objectively for reasons of economic interest, political or civic affiliation, family or emotional ties, or any other common interest (hereinafter referred to as conflict of interest).
    31. The *Designer* shall promptly notify the Customer in writing of any situation arising during the performance of the Contract which creates or may create a conflict of interest. The *Designer* shall immediately take all necessary steps to remedy the situation. The Authority hereby reserves the right to verify the adequacy of the measures taken and may require additional measures to be taken within a specified term.
    32. The *Designer* undertakes to refrain from fraudulent and/or corrupt activities in connection with the conclusion or performance of the Contract, to take measures to prevent the occurrence of such activities and to inform the Customer of fraudulent and/or corrupt activities identified in the *Designer's* and/or subcontractor's company. The *Designer* undertakes to provide, at the request of the Customer, documents and/or information on fraud and/or corruption activities identified in the *Designer's* or subcontractor's company, if they are related to the performance of the Contract. The *Designer* shall have the right to refuse to provide documents and/or information if the provision of such documents and/or information would be contrary to the applicable laws of the Republic of Lithuania. The Customer shall have the right to require the replacement of a subcontractor if fraud and/or corruption is detected in the subcontractor's activities. If the *Designer* fails to fulfil the obligations set out in this Clause or fails to fulfil them properly, the Customer shall have the right to terminate the Contract and to claim damages from the *Designer* in respect thereof.
    33. The *Designer* shall ensure that it complies with the obligations set out in the *Supplier's Declaration*, which forms an integral part of the Contract, at all times during the performance of the Contract. Failure to comply with the obligations set out in the *Supplier's Declaration* shall be deemed to be a material violation of the Contract and the Customer shall have the right to unilaterally terminate the Contract early in accordance with the procedure set out in the Contract, and to claim damages from the *Designer* in respect thereof.
    34. To indemnify the Customer, at its own expense, within a term reasonably determined by the Customer, against any loss or damage arising out of any violation of legislation and/or improper performance, non-performance and/or termination of the Contract by the Designer and/or persons engaged by the Designer (taking into account such improper performance, non-performance and/or termination of the Contract due to non-performance of the obligations of the Designer) and/or as a consequence of sanctions imposed by public authorities and/or legal proceedings initiated, if such sanctions or legal proceedings are due to the fault, negligence or concealment of information on the part of the Designer and/or persons engaged by the Designer.
    35. To appoint the Project Manager and the other sub-project managers identified at the time of the submission of the tender to carry out the contract. The appointed Project Manager or any other person authorised by him/her, with prior notice to the Customer, shall be obliged to attend all meetings and presentations on the progress of the Project or the performance of the Contract.
    36. The Designer shall ensure and be responsible for compliance with, and the performance of the Contract shall be free from, any trade, economic or financial sanctions, embargoes or other restrictive measures imposed, imposed or administered by the United Nations Security Council (UN), the European Union (EU) or any of its institutions, or the United States of America (USA), including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the United Kingdom of Great Britain and Northern Ireland (UK), including the Office of Financial Sanctions Implementation (OFSI) of His Majesty's Treasury, and the authorities of the Republic of Lithuania, and/or any other international sanctions, national restrictive measures implemented in the Republic of Lithuania, including, but not limited to, Council Regulation (EC) No. 765/2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (as subsequently amended and supplemented), Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (as subsequently amended and supplemented), Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (as subsequently amended and supplemented), Resolution of the Government of the Republic of Lithuania of 28 June 2023 No. 512 "On the Application of National Control Measures Pursuant to Article 9 of Regulation (EU) No. 2021/821" (as amended and supplemented) (hereinafter in this Contract referred to as the Sanctions), and the persons included in the list of the entities subject to the Sanctions will not benefit from the performance of this Contract.
  1. 3.2. The Designer shall have the right:
     1. To receive payment from the Customer for Services duly performed and accepted in accordance with the terms and conditions set out in the Contract;
     2. The Designer shall have the right, independently of the provision of design services, to develop necessary and other business activities as provided for in the Articles of Association which do not interfere with the Designer's performance of its obligations under the Contract;
     3. In the event that the Designer is in doubt as to the optimality of a particular solution, the Designer shall have the right to request the Customer to agree on such solution, and the Customer undertakes to give its opinion within a reasonable time;
     4. To provide written and reasoned disagreement with the comments made by the Customer on the documentation relating to the completion of the Service delivery phase. This disagreement shall not relieve the Designer of the obligation to correct these observations;
     5. To receive the Total Contract Price, provided that it duly executes this Contract and the Contract is not terminated;
     6. The Designer shall have other rights and obligations provided for in this Contract and in the legislation of the Republic of Lithuania.
  2. 3.3. The Designer and, where applicable, the Customer shall grant the EU control authority the right to use the results of the performance of the Services for the following purposes:
     1. To use them for their own purposes, in particular to make them available to persons working for the institutions of the European Union, other agencies and bodies of the European Union, and the institutions of the Member States, and to copy and reproduce them in whole or in part without restriction;
     2. To disseminate them to the public, in particular by publishing them in printed, electronic or digital form, publishing them on the Internet, including on the Europa website, making them available as a downloadable file or as a non-downloadable file, transmitting them by any means of broadcasting, making them publicly available for public demonstration or presentation, publishing them through press information services, or making them available in widely accessible databases or indexes;
     3. To carry out translation;
     4. On the basis of individual requests, to grant access to the results, without reproduction or use, in accordance with Regulation (EC) No. 1049/2011 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
     5. To store in paper, electronic or other form;
     6. To archive in accordance with the rules on document management applicable to the Authority;
     7. To authorise or sub-license third parties to carry out the actions set out in Clauses 3.3.2 and 3.3.3. In agreements between the State of Lithuania or the Customer and the Authority, the Authority may be granted additional rights of use, which will be recognised by the Designer.

1. RIGHTS AND OBLIGATIONS OF THE CUSTOMER
   1. 4.1. The Customer undertakes:
      1. To make available to the Designer any information or documents in the possession of the Customer which are necessary for the provision of the Services to the best of the Designer's ability. This obligation shall be fulfilled within a reasonable period of time upon written reasoned request by the Designer;
      2. To provide the Designer with all consents, authorisations and/or other necessary documents within the shortest possible time after receipt of the Designer's written request to enable the Designer to act as the Customer's authorised representative before all competent authorities insofar as it relates to the provision of the Services under the Contract;
      3. To pay to the Designer the Total Contract Price for the Services duly and fully provided and accepted in accordance with the procedures set out in the Contract;
      4. To cooperate with the Designer;
      5. To accept the services duly and timely rendered in accordance with the procedures and deadlines set out in the Contract;
      6. To provide detailed and reasoned comments on documents relating to the completion of the Services phase, preferably all at once;
      7. To approve a duly prepared Project in accordance with the procedures laid down by law;
      8. To organise the selection of the Project's expert examination contractor (where the examination is mandatory) in accordance with the procedures set out in Clause 3.3. of the Special Terms and Conditions of the Contract, and to inform the Designer of the specific contractor for the general examination of the Project.
   2. 4.2. The Customer shall have the right:
      1. To require the Designer to comply with the conditions set out in the Contract and its Annexes;
      2. In the event of reasonable deficiencies in the performance of the Project and contractual obligations, the Customer shall have the right to require their rectification;
      3. To refuse to allow the Designer to change or to use a new person if there are grounds laid down by law;
      4. T control and supervise the design work carried out by the Designer in relation to the applicable requirements for the quantity and quality of the Services.
      5. To arrange for the presentation of the solutions (completed works) at a date and time agreed upon with the Customer at the request of the Customer;
      6. To refuse part of the Services in accordance with the procedures set out in this Contract and other legal acts;
      7. To unilaterally offset, with prior formal notice to the Designer, the forfeiture against amounts due to the Designer;
      8. Not to pay invoices that do not comply with the European Standard for Electronic Invoicing if they are not submitted by the Designer via the SABIS information system;
      9. To require the Designer, at any time during the performance of the Contract, to submit supporting documents regarding the compliance of the Designer, its subcontractors or subcontractors to be used, the economic entities the capacities of which are relied upon and/or the goods (including their components) and services offered with the provisions of Article 45(21) of the Republic of Lithuania Law on Public Procurement (hereinafter referred to as the LoPP) or Article 58(41) of the Republic of Lithuania Law on Procurement by the Entities, Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services (hereinafter referred to as the LoP). If the Designer fails to provide the information specified by the Customer within the term specified by the Customer, the Customer shall have the right to terminate the Contract in accordance with the procedure set out therein;
      10. The Customer shall have the right to require the substitution of a specialist or a Subcontractor engaged by the Designer with another specialist or a Subcontractor, if it is established that the participation of the relevant entity in the performance of the Contract is prohibited or is not in compliance with the requirements set forth in the legislation (e.g., with the requirements of the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, etc.). Upon receipt of the Customer's request, the Designer shall, within 30 calendar days, submit a proposal to replace the existing specialist or Subcontractor or for the Designer to take over the specialist's or Subcontractor's obligations itself. The Designer must submit with the proposal documents proving that the proposed new specialist or Subcontractor or the Designer itself meets the qualification requirements set out in the Procurement documents and/or the criteria for the economic evaluation of the tenders, i.e. (1) if the replacement of a specialist provided Clauses 4.3 or 4.4 of the Supplier Qualification Requirements (depending on which specialist's experience was relied upon by the Designer), whose qualification was below the maximum threshold provided for in the economic viability criteria, then the new specialist must be at least as well qualified as the one being replaced; (2) if the replacement is of a specialist in provided in Clause 4.3 or 4.4 of the Supplier Qualification Requirements (depending on the experience of the specialist relied on by the Designer) whose qualifications were at or above the maximum threshold of the economic viability criteria, then the new specialist must be no less qualified than the maximum threshold of the economic viability criteria. The specialist or subcontractor to be used must have at least the same level of qualification and experience in relation to the qualification requirements and/or the criteria for the economic evaluation of tenders as the specialist or subcontractor being replaced. The Designer shall only be required to submit qualification (right to engage in the activity, financial and/or professional experience or other) documents in cases where the Designer replaces a specialist or a Subcontractor whose qualifications have been relied upon in order to comply with the qualification requirements set out in the Procurement documents, or for whose use the Designer has been awarded points during the economic evaluation of the tenders. Documents confirming the absence of grounds for exclusion of the Supplier (criminal record, non-payment of taxes, etc.), qualifications and relevant experience shall be documented as of the date of the submission of the Designer's proposal to replace the existing specialist or Subcontractor. Documentation confirming the absence of grounds for exclusion of a specialist or a Subcontractor shall be deemed adequate if it is issued no more than 30 (thirty) calendar days prior to the date of submission of the Designer's proposal to replace an existing specialist or Subcontractor.
      11. If the Customer finds that there are reasonable grounds to suspect that the implementation of the Contract may have been aimed at avoiding/circumventing the restrictions and obligations imposed by international sanctions implemented in the Republic of Lithuania, the Customer shall have the right to immediately submit the relevant material to law enforcement authorities. Such provision of information shall not constitute a violation of the obligation of confidentiality.
      12. The Customer shall have other rights provided for in this Contract and in the legislation of the Republic of Lithuania.
2. SERVICE CONTRACTS WITH THIRD PARTIES (SUBCONTRACTORS)
   1. 5.1. Neither Party shall be entitled to assign all or any part of its rights and obligations under this Contract to any third party without the prior written consent of the other Party, except for the assignment of a pecuniary claim pursuant to a factoring agreement with a third party (funder). The Parties hereby agree that the assignment of a pecuniary claim arising under the Contract to a third party (funder) shall not alter the Parties' other mutual rights and obligations under the Contract and the law.

5.2. The following procedures shall apply in the performance of the Contract for the use and/or replacement of economic operators and specialists whose capacities have been relied upon by the Designer to meet the qualification requirements for participation in the Procurement:

5.2.1. The Designer shall not, in the performance of the Contract, change the economic operator whose capacities have been relied upon to meet the qualification requirements (hereinafter referred to as the **economic operator**) and/or the specialist whose qualifications have been relied upon, without the Customer's written consent. The replacement economic operator and/or specialist shall have qualifications and experience that are at least equal to those of the qualification requirements and/or the economic evaluation criteria for the evaluation of tenders met by the replacement specialist or Subcontractor. The qualifications and experience of the newly engaged economic operator and/or specialist must have been acquired prior to the commencement of the obligations under the Contract. Documents justifying the non-eligibility of the economic operator for the grounds for exclusion, if any, raised during the performance of the procurement shall also be provided in accordance with the requirements set out in the Procurement documents. The economic operator and/or specialist whose qualifications have been relied on may only be replaced in the following cases:

5.2.1.1. when the economic operator goes bankrupt or a similar situation arises;

5.2.1.2. when the economic operator and/or specialist is no longer able to participate in the execution of the Contract due to objective reasons (e.g. refusal to participate in the execution of the Contract by the economic operator and/or specialist, sickness, injury, termination of the legal relationship with the Designer, etc.);

5.2.1.3. where the Designer's economic operator and/or specialist does not comply with the provisions of the LoPP or the LoP, poses a threat to national security, is subject to international sanctions within the meaning of the Law on the Implementation of Economic and other International Sanctions, and/or there are any other grounds set out in the legislation, which require a change;

5.2.1.4. The Designer shall submit a written request to the Customer, at least 7 (seven) business days prior to the envisaged change, together with documents substantiating the qualifications of the newly engaged economic operator and/or specialist and the absence of grounds for exclusion of the economic operator. The request must state the reasons for the change of economic operator or specialist.

5.2.2. The Customer shall have the right to authorise the substitution of an economic operator and/or specialist if the Designer has timely and duly submitted a request with all the documents confirming the qualifications of the economic operator and/or specialist to be substituted, and any other requested documents, and if the Customer has established compliance with all the terms and conditions of the Procurement and the Contract.

5.2.3. If the Customer agrees to the change of the economic operator and/or specialist, the Parties shall not sign a separate agreement, but a written request from the Designer and the Customer's written consent shall be deemed to be an equivalent document, which shall be considered an integral part of the Contract. The Designer shall not be entitled to use an economic operator and/or specialist until the written consent of the Customer has been obtained. The replacement of the economic operator and the specialist whose qualifications have been relied upon, under the terms of the Contract, shall not be considered as an amendment of the Contract, but as a performance of the Contract under the terms of the Contract.

5.2.4. The following procedures shall apply for the replacement or use of subcontractors, other than economic operators, to perform the Contract:

5.2.4.1. The Designer shall, at least 7 (seven) business days prior to the commencement of the Services, inform the Customer of the subcontractors to be engaged, specifying the portion of the obligations under the Contract to be assumed by each subcontractor (it must be specified specifically what the subcontractor's performance will be and the percentage of the Contract Price that it will be expected to assume), their contact details, names, country of incorporation, controlling persons, their country of registration, and the persons responsible for the performance of such subcontractor's obligations (and such other information as directed by the Customer). The same notification obligation shall apply to the Designer who intends to change or use a subcontractor during the performance of the Contract. A Subcontractor that has not been notified in writing to the Customer and has not obtained the Customer's consent shall not be entitled to perform the Contract and shall be deemed to be in material violation of the Contract;

5.2.4.2. Subcontractors may be used only for those parts of the Contract for which the Designer has provided for the use of subcontractors in its tender, unless the Designer justifies in writing that the use of a subcontractor for an unforeseen part of the Contract is necessary in order to ensure the proper performance of the Contract, and the Designer provides the Customer's written consent;

5.2.4.3. The Customer shall not check the qualification and exclusion grounds of subcontractors who are not economic operators (except where the grounds for exclusion of subcontractors have been checked in the course of the Procurement and/or where provisions in the interests of national security apply, e.g. provision of Article 47(9) and/or Article 45(21) of the LoPP);

5.2.4.4. If the Customer agrees to the change or use of a subcontractor, the Parties shall not sign a separate agreement, but a written request by the Designer and the Customer's written consent shall be deemed to be an equivalent document, which shall be considered an integral part of the Contract. The substitution or use of a subcontractor on the terms and conditions set out in the Contract shall not be deemed to be an amendment of the Contract, but the performance of the Contract on the terms and conditions set out therein. The Designer shall not be entitled to substitute or use a Subcontractor until the written consent of the Customer has been obtained.

5.2.4.5. The Customer shall have the right to refuse the use of a person if it is determined that the Contract would be inconsistent with the interests of national security, with the provisions of the LoPP or the LoP applicable at the time of the Procurement, and/or that the execution of the Contract would be inconsistent with the sanctions within the meaning of the Law on the Implementation of Economic and other International Sanctions.

5.2.4.6. If duly disclosed subcontractors so request, the Customer shall settle directly with them. The Customer shall inform the subcontractor of this possibility by a separate notice within 5 (five) business days from the date of receipt of information from the Designer about the subcontractor to be used. In order to make use of the direct settlement option, the Subcontractor must inform the Customer in writing within 2 (two) calendar days at the latest. In such a case, a tripartite agreement shall be concluded with the Customer, the Designer and the subcontractor, setting out the arrangements for direct settlement with the subcontractor, including the Designer's right to object to unjustified payments. Signing a tripartite agreement for direct payment with the subcontractor shall not change the responsibility of the Designer for the performance of the Contract.

5.3. The Designer executing the Contract on the basis of a joint venture shall have the right to withdraw from or change the joint venture partner (hereinafter referred to as the **partner**) only for the following reasons:

5.3.1. If the Partner goes bankrupt or is wound up, suspends its business activities, or a similar situation arises as provided for in other legislation;

5.3.2. If, due to other objective and justified circumstances, the partner is no longer able to perform the Contract, including but not limited to cases where the partner is not in compliance with the provisions of the LoPP or the LoP, poses a threat to national security, the partner has been subjected to international sanctions within the meaning of the Republic of Lithuania Law on the Implementation of Economic and other International Sanctions, the partner is in a serious financial situation leading to non-performance and/or refusal to perform the Contract, and there are other unforeseen objective reasons leading to the partner's withdrawal from the joint venture.

5.4. The Designer must submit a reasoned written request and the following documents to the Customer at least 10 (ten) business days prior to the envisaged change or refusal of the partner:

5.4.1. A request for a change in the composition of the Designer and evidence justifying at least one circumstance for the change of partner specified in the Contract;

5.4.2. A copy of the new joint venture agreement or amendment to the existing joint venture agreement, in which the obligations of the withdrawing partner are assumed in full by the remaining joint venture partner(s) (hereinafter referred to as the remaining partner);

5.4.3. Documents confirming the qualifications of the remaining or newly engaged partner. In all cases, the qualifications of the remaining partner or the newly engaged partner must be at least as good as those set out in the Procurement documents. If a new partner is used, documentation shall also be provided, in accordance with the requirements set out in the Procurement documents, to justify the non-eligibility of the partner used, if any, to the grounds for exclusion (if any, during the performance of the Procurement).

5.5. The Customer, upon receipt of the Designer's request together with the other documents referred to in the Contract, shall, within 10 (ten) business days, assess the feasibility of the change and shall inform the Designer in writing of the termination of the Contract or of the authorisation to withdraw or to engage a partner. If the Customer agrees, the Parties shall sign an agreement which shall form an integral part of the Contract. The withdrawal or substitution of a partner on the terms and conditions set out in the Contract shall not be deemed to be an amendment of the Contract, but shall be deemed to be the performance of the Contract on the terms and conditions set out therein.

1. PRICING RULES

6.1. The Contract is a fixed-price, fixed-rate type of contract. The total Contract Price payable to the Designer for the Services shall comprise the Contract Price excluding VAT and VAT. The Designer shall be considered to be a professional market participant, which was obliged to calculate the price of the tender and the individual rates in a proper manner, taking into account the market conditions and the organisational, technical and financial means and capacities required for the performance of the Contract, and the Designer assumes the full risk of any increase in the price of the Contract and/or the rates of the Services;

6.2. During the term of the Contract, the Prices and Rates for the Contract Services, the total maximum Contract Price, the portion of the Contract Price for Services subject to fixed-rate pricing, and the maximum portion of the Contract Price for Services subject to fixed-rate pricing may be subject to recalculation in the following manner:

6.2.1. During the term of the Contract, either Party to the Contract shall have the right to initiate a recalculation (change) of the Prices/Rates provided for in the Contract not earlier than 12 (twelve) months after the date of the submission of the final Price/Rate proposal (*or, in case of a recalculation, from the date of the last such recalculation in accordance with the provisions of this Clause*), if the change in the prices of Consumer Goods and Services (k), calculated in accordance with Clause 6.2.7 of the Contract, exceeds 5 percent. For the purpose of the recalculation, the Parties shall be guided by the data from the Indicators Database made publicly available by the Lithuanian Department of Statistics on the Official Statistics Portal (data source used – https://osp.stat.gov.lt/statistiniu-rodikliu-analize?indicator=S7R260#/). The Party submitting a request for price/rate recalculation must submit together with the request an official document or confirmation issued by the Lithuanian Department of Statistics or any other institution containing information on the data in the Indicators Database on the basis of which the price/rate will be recalculated.

6.2.2. The moment of review shall be the date of receipt of the Party's request to the other Party to review the Contract Price (rates).

6.2.3. The Prices and Rates for Services, excluding VAT, may only be revised for Services that have not actually been provided by the date of receipt of the request for revision of the Prices and Rates. A subsequent recalculation of Prices and/or Rates cannot cover a period for which a recalculation has already been made.

6.2.4. If the Service Provider is delayed in providing the Services due to the fault of the Service Provider, the Prices and/or Rates for the delayed Services shall not be recalculated as a result of an increase in the price level.

6.2.5. The Parties shall specify in the Contract the index value at the beginning of the period and the date of its determination, the index value at the end of the period (the date of recalculation of the Prices / Rates (month)) and the date of its determination, the price change (k), the recalculated Prices / Rates, the recalculated total maximum Contract Price and the recalculated part of the Contract Price, for Services subject to fixed-rate pricing and the recalculated part of the Contract Price for Services subject to fixed-rate pricing, taking into account the Prices/Rates for the Services determined after the recalculation and the stages/scope of the Services already provided prior to the revision of the Prices/Rates.

6.2.6. The revised Prices and Rates shall only apply to those Services that have not actually been provided prior to the date of receipt of the Party's request to the other Party to revise the Prices/Rates.

6.2.7. The new Rates/Prices shall be calculated according to the following formula:

*, where*

a – Price/Rate (EUR excl. VAT) (if it has already been recalculated, after the last recalculation).

a1 – recalculated (changed) Rate (EUR excl. VAT)

k – change (increase or decrease) in the prices of consumer goods and services calculated from the consumer price index "Consumer Goods and Services" (%). The value of "k" shall be calculated according to the formula:

, (percent) where,

Indlatest – the most recently published index of consumer goods and services, "Consumer Goods and Services", on the date of sending the request for price recalculation to the other Party.

Indbeginning – the consumer goods and services index "Consumer Goods and Services" for the start date (month) of the period. In the case of the first conversion, the start of the period (month) shall be the month of submission of the Final Price/Rate Proposal. For the second and subsequent recalculations, the start of the period (month) shall be the month of the published value of the relevant index at the time of the last recalculation.

6.2.8. The total maximum Contract Price shall be recalculated in accordance with the following procedure:

6.2.8.1. From the total maximum Contract Price (as in force before the revision of the Prices/Rates) shall be deducted the value of the Services actually provided before the revision of the Prices/Rates. The maximum Contract Price for the remaining unprovided Services shall be obtained.

6.2.8.2. The maximum Contract Price for the remaining unprovided Services shall be recalculated in accordance with the formula set out in Clause 6.2.7 of the Contract.

6.2.8.3. The recalculated total maximum Contract Price shall be obtained by adding together: 1. the value of the Services actually provided prior to the recalculation of the Prices/Rates; 2. the recalculated maximum Contract Price of the Services not provided (as calculated in accordance with Clause 6.2.8.2.).

6.2.9. The part of the Contract Price for Services subject to fixed-rate pricing shall be recalculated by summing up the prices of Phase I "*Engineering studies and submission of an inception report*" of the provision of services provided in Clauses 1.1 to 1.5 of Annex 5 to the Contract "Tender Prices and Rate Tables", Phase II " *Engineering studies and preparation, coordination, approval, publicity of design proposals, obtaining of a building permit*" of the provision of services provided in Clauses 2.26 to 2.29 of Annex 5 to the Contract "Tender Prices and Rate Tables", Phase III " *Engineering studies and preparation and coordination of the technical detailed design, expert examination of the design, obtaining of AS-Bo No-Bo assessments, approval*" of the provision of services provided in Clause 3.26 of Annex 5 to the Contract "Tender Prices and Rate Tables", Phase IV "*Design supervision services*" of the provision of services provided in Clause 4.1 of Annex 5 to the Contract "Tender Prices and Rate Tables" (for services provided before the Price conversion, the Prices in force at the time the services were provided are aggregated). The aggregate prices of services not provided prior to the price recalculation shall be recalculated in accordance with the formula set out in Clause 6.2.7. of the Contract.

6.2.10. The maximum portion of the Contract Price for Services subject to fixed-rate pricing following Price/Rate recalculations shall be calculated by subtracting the recalculated portion of the Contract Price for Services subject to fixed-rate pricing with revision from the recalculated total maximum Contract Price.

6.3. For the calculations, index values shall be taken to **four** decimal places. The calculated change (k) shall be used for further calculations rounded to **one** decimal place and the calculated rate "a" shall be rounded to **two** decimal places.

6.4. A subsequent recalculation of Prices or Rates cannot cover a period for which a recalculation has already been made.

6.5. Recalculation of Service Prices / Fees due to changes in the rate of value added tax (hereinafter referred to as VAT):

6.5.1. VAT shall be payable in accordance with mandatory legislation. In the event of a change in VAT legislation during the term of the Contract, the Total Maximum Contract Price / Service Prices / Rates exclusive of VAT shall not be changed as a result, i.e. the buyer of Services shall pay the Service Provider for the Services duly rendered in accordance with the Contract, at the Service Prices/Rates set out in the Contract, which shall be equal to the sum of the Service Prices/Rates set out in the Contract, exclusive of VAT, plus the VAT calculated at the newly adopted tax rate, unless otherwise provided by enacted legislation.

6.5.2. No separate written agreement shall be signed for the recalculation of prices; the recalculated Prices/Rates, including VAT at the new VAT rate, shall be indicated on the invoice;

6.5.3. The recalculated Prices/Including VAT shall apply from the effective date of the revised VAT rate.

6.6. The total price of the Contract and the prices of the Service phases shall be inclusive of all fees payable to the Service Provider and all costs necessary for the proper performance of the Contract. The total Contract Price and other payments under the Contract (if any) shall be calculated and made in euros. The Service Provider shall, at its own expense, comply with all tax obligations in Lithuania which have arisen or may arise in connection with the performance of this Contract and shall bear all risks associated with compliance with tax obligations, if any, in Lithuania.

6.7. The Parties to the Contract shall enter into an agreement signed by their authorised representatives, i.e. a written agreement annexed to the Contract, in respect of the revised Contract Prices/Rates excluding VAT.

6.8. The Contract Price shall be subject to change in accordance with Clause 20 of the General Terms and Conditions of the Contract.

1. CONTRACT PERFORMANCE SECURITY (if applicable)
   1. The amount and method of the performance security shall be set out in the Special Terms and Conditions of the Contract;
   2. The Designer shall, within 10 (ten) business days from the date of signing of the Contract, provide the Customer with a performance security of the type specified in the Special Terms and Conditions of the Contract, complying with the terms and conditions set out in Section 7 of the General Terms and Conditions of the Contract (Contract performance security). If several types of performance security (methods of providing performance security) are specified in the Special Terms and Conditions of the Contract, the Designer shall be obliged to choose one of them, unless the Special Terms and Conditions of the Contract state otherwise.
   3. The Contract performance security is intended to ensure the performance of all of the Designer's contractual obligations and direct damages, including but not limited to forfeiture;
   4. Conditions for Contract security performance:
      1. A first demand bank guarantee of a bank registered in the Republic of Lithuania or abroad [*if such type of performance security/method of delivery is specified in the Special Terms and Conditions of the Contract, then this type of performance security shall apply*], to be issued in favour of the Customer, in the English or Lithuanian language (hereinafter referred to as the bank guarantee). The content of the bank guarantee must comply with the terms of the Contract.

The bank guarantee must be irrevocable and unconditional.

The original of the bank guarantee shall be provided to the Customer and shall be signed by a qualified electronic signature of the issuing entity that complies with the requirements laid down in Article 22(11)(2) and (3) of the LoPP, Article 34(11)(2) and (3) of the LoP, (or any successor thereto). If the bank guarantee is issued in English, a duly certified translation into Lithuanian must be provided. A translation certification shall be deemed satisfactory if the translation is authenticated by the signature of the translator and the stamp of the translation agency, or by the signature and stamp of the Contractor or his/her authorised person (if available). Preference shall be given to the original text.

It shall be accompanied by a copy of the proof of payment showing that the premium for the bank guarantee issued has been paid.

The bank guarantee issued shall be governed by the law of the Republic of Lithuania and the rules adopted by the International Chamber of Commerce – ICC Uniform Rules for Demand Guarantees (Publication No. 758).

The bank guarantee must be issued by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a Member State of the European Economic Area (EEA), which has an investment grade rating not lower than the investment grade rating approved by an international rating agency as set out in the Contract below. In the case of a guarantee provided by an international bank not established in the Republic of Lithuania or in another Member State of the European Union or in a State of the European Economic Area (EEA), such international bank must have an investment grade rating not lower than the investment grade rating approved by an international rating agency as set out in the Contract below. The rating must be met by the bank that issued the guarantee.

Where, due to the specificity of the country risk, international rating agencies do not provide an international credit rating for the Supplier's domestic institutions, but do provide a national scale credit rating, the Contractor may provide a guarantee from a credit institution with a national credit rating of not less than Class A by Standart & Poor's, Moody's or Fitch Ratings.

The bank issuing the bank guarantee shall have, at the date of issue of the guarantee, a long-term investment grade rating of at least "BBB" by Fitch Ratings or Standard & Poor's or "Baa2" by Moody's or a "BBB+" long-term investment grade rating by A.M. Best.

The Contractor shall, at the request of the Customer, provide an appropriate document proving that the bank issuing the bank guarantee has the appropriate ratings as specified in the Contract at the date of the guarantee.

The text of the bank guarantee must include a provision that disputes between the parties shall be settled in accordance with the procedure established by the legislation of the Republic of Lithuania, in the courts of the Republic of Lithuania.

* + 1. A surety bond from an insurance company or credit union *[if this type of performance security is specified in the Special Terms and Conditions of the Contract, then this type of performance security shall apply]* shall be issued for the benefit of the Customer, in either English or Lithuanian (hereinafter referred to as the surety bond). The contents of the surety bond must comply with the terms of this Contract.

The surety bond must be irrevocable and unconditional.

The original of the bank guarantee shall be submitted to the Customer and shall be signed by a qualified electronic signature of the issuing entity in accordance with the requirements laid down in Article 22(11)(2) and (3) of the LoPP, Article 34(11)(2) and (3) of the LoP, (or any successor thereto). If the surety bond is issued in English, a duly certified translation into Lithuanian must be provided. A translation certification shall be deemed satisfactory if the translation is authenticated by the signature of the translator and the stamp of the translation agency, or by the signature and stamp of the Contractor or his/her authorised person (if available). Preference shall be given to the original text.

It shall be accompanied by a copy of the proof of payment showing that the premium for the surety bond issued has been paid.

The surety bond shall be governed by the law of the Republic of Lithuania and the rules adopted by the International Chamber of Commerce – ICC Uniform Rules for Demand Guarantees (Publication No. 758).

The insurance company or credit union must have an investment grade rating no lower than the investment grade rating approved by an international rating agency as specified in this Contract.

If an insurance company is not rated, it will be considered acceptable if the above-mentioned ratings have been assigned to the insurance company's major shareholder, who owns at least 50 percent of the insurance company's shares. This provision shall not apply to credit unions.

The insurance company or credit union issuing the surety bond must, at the date of issue of the surety bond, have a long-term investment grade rating of at least "BBB" by Fitch Ratings or Standard & Poor's or "Baa2" by Moody's or a "BBB+" long-term investment grade rating from A.M Best.

The Contractor shall, at the request of the Customer, provide appropriate documentary evidence that the insurance company or credit union issuing the surety bond has the appropriate ratings as specified in the Contract at the date of submission of the surety bond.

The surety bond shall include a provision that disputes between the parties shall be settled in accordance with the procedure laid down by the legislation of the Republic of Lithuania in the courts of the Republic of Lithuania.

The terms of the surety bond shall not contain an extended list of uninsurable events and/or other terms that would negate the essence of the Contractor's contractual obligations. The surety bond shall be for the purpose of securing the performance of all of the Contractor's contractual obligations and the payment of direct damages, including, but not limited to, interest, interest on arrears, penalties or other forms of compensation. The surety insurance contract to be drawn up must stipulate the following:

1. The Customer must be designated an irrevocable beneficiary;
2. The surety insurance contract may not be terminated or amended if the amendments to the insurance contract narrow the insurance cover or may otherwise adversely affect the Customer's rights and interests in relation to the insurance contract without the prior written consent of the Customer;
3. The assignment of the Services or the Customer's rights and obligations under the surety insurance contract (in whole or in part) in the event of a reorganisation, demerger, restructuring or transfer of the Customer (including, but not limited to, the transfer of assets or the contribution of assets or the incorporation of a company into the share capital of third parties, etc.), provided that direct or indirect control of the Republic of Lithuania (the State) is maintained, shall not affect the validity and conditions of the surety insurance contract and the insurance cover it provides, and shall not be deemed to be an increase in the risk or a ground for the non-payment or reduction of the insurance benefit;
4. In the event of default or improper performance by the Contractor or other insured persons of their obligations under the Contract, the Employer shall not be obliged to foreclose in the first instance on their assets or other means of securing their obligations under the Contract (if any);
5. The insurance benefit shall be determined and calculated in accordance with the rules for the determination and calculation of the Customer's losses set out in the Contract, including the forfeiture set out in the Contract. Therefore, for the purposes of payment of the insurance benefit, the Customer shall not be required to provide more than a written application for payment of the insurance benefit and the information and documents necessary and sufficient to establish and calculate the Customer's loss under the Contract;

Insurance cover shall also be provided in cases where the Customer's claim for payment of the insurance benefit under the surety insurance contract is made after the expiry of the period of insurance, provided that such claim is made as a result of circumstances (the Customer's non-performance or inadequate performance of its respective obligations under the Contract) which have been brought to the attention of the insurer during the term of the insurance.

* + 1. A cash deposit of an appropriate amount to the Customer's account *[if this type of performance security/method of delivery is specified in the Special Terms and Conditions of the Contract, then this method of performance security shall apply]*. The performance security provided in this way shall be deemed to have been granted from the moment of crediting the Customer's account with the relevant amount of money.

The Parties hereby agree that the security shall be deemed to be pledged in favour of the Customer from the date of its transfer to the Customer in order to ensure the proper performance of the Designer's obligations under this Contract. The security shall be valid until the security is returned to the Designer when all the conditions provided for in the Contract arise.

* 1. The documents evidencing the performance of the Contract shall only be submitted to the Customer electronically, and may only be submitted in any other way if the bank, insurance company or credit union does not issue documents signed with a qualified electronic signature, and the Customer itself confirms this in writing.
  2. The term of the performance security must be at least as long as the term of the Designer's full contractual obligations, including, but not limited to, the expiry of forfeiture;
  3. In the event that Project supervision services are also provided under this Contract, the initial term of the performance security shall not be less than 36 months and shall continue until the end of the term specified in Clause 7.6. of the General Terms and Conditions of the Contract;
  4. If, after the conclusion of the Contract, the Designer fails to provide a performance security complying with the terms of the Contract within the term specified in the Special Terms and Conditions of the Contract, the Contract shall be deemed not to have been concluded and the Customer shall be entitled to use the security to compensate for the costs and damages incurred;
  5. Upon submission of a satisfactory performance security, the Designer shall be refunded the tender security (if any) within 10 (ten) calendar days, or set off against the Designer's part of the performance security, if available and upon the Designer's request;
  6. If the Customer or the Designer is informed that the bank that issued the guarantee or the insurance company or credit union that issued the surety bond no longer meets the requirements set out in the Contract, the Designer shall undertake to provide, within 10 (ten) calendar days of the Customer's request, a bank guarantee or a surety bond in accordance with the requirements of the Contract. If the Designer fails to do so, the Designer shall be deemed to be in material violation of the Contract and the Customer shall be entitled to unilaterally terminate the Contract and to claim full compensation for damages;
  7. If the Contract is extended, the performance of the Contract must be secured for the relevant period as specified in the Special Terms and Conditions of the Contract and provided to the Customer within 10 (ten) calendar days. If the Designer fails to do so, the Designer shall be deemed to be in material violation of the Contract and the Customer shall be entitled to unilaterally terminate the Contract and to claim full compensation for damages;
  8. The Customer may invoke the performance security under any of the following circumstances:
     1. The Designer fails to perform its obligations under the Contract or performs them inadequately;
     2. The Designer fails to comply with the Customer's instruction to rectify the deficiencies in the Services within the period specified in Clause 8.7. of the General Terms and Conditions of the Contract;
     3. If the Customer has suffered any loss (including but not limited to additional costs, loss of revenue or other direct losses, interest and/or penalties) as a result of any action (act or omission) by the Designer.
  9. Before making a claim for payment under the performance security, the Customer shall give notice to the Designer, specifying the violation for which it is making the claim;
  10. The performance security lodged in the manner specified in Clause **Error! Reference source not found.** of the General Terms and Conditions of the Contract shall be returned 10 (ten) calendar days after the date of signing of the final Deed of Transfer and Acceptance of Services.

1. TRANSFER AND ACCEPTANCE OF SERVICES
   1. The Designer shall provide the Services within the timeframes (interim (if applicable) and final) set out in the Special Terms and Conditions of the Contract and/or annexes thereto. The Service Provider must inform the Customer of the exact quantities of the Services set out in Annex 5 “Tender Prices and Rate Table" for Phase II of the Tender for the Provision of Services “Engineering studies and preparation, coordination, approval, publicity of design proposals, obtaining of a building permit” (except for the services provided for in Clauses 2.1; 2.2; 2.29; 2.30) to the Contract, Annex 5 "Tender Prices and Rate Tables" for the provision of phase III services “Engineering studies and preparation and coordination of the technical detailed design, expert examination of the design, obtaining of AsBo NoBo assessments, approval” to the Contract (except for the services provided for in Clause 3.26) no later than 20 business days before the expiry of the deadline for the Services phase;
   2. If the Services are to be provided in phases, the Designer shall provide the Services, i.e. submit the documents relating to the performance of the phase and obtain the Customer's approval before the end of the period for the provision of the Services (the phase);
   3. The following are the requirements for submission of documents related to the execution of the phase:
      1. All documents related to the execution of the phase shall be submitted to the Customer with a covering letter in Lithuanian and English. In the light of the reasonable circumstances provided by the Designer’s reasoned request, the Customer shall have the right to allow the Designer to submit documents or their individual parts only in one of the specified languages ​​or to provide for the possibility to submit documents in both languages ​​in the order of priority specified by the Customer, indicating in which language the prepared documents must be submitted first, at the same time setting a reasonable deadline for submitting documents in the remaining language. Documents in languages ​​other than those specified in this Clause shall not be accepted.
      2. The Designer shall submit the documents in electronic format (pdf, dwg, etc.), if any, with relevant drawings and/or calculations or other data prepared using specific software at no extra cost (e.g. AutoCAD or equivalent). Documents submitted in electronic form must be in editable format.
      3. The Designer shall obtain approvals from all Relevant Parties for all Services, including all portions of the Project, for all construction objects. The Designer shall ensure that the necessary approvals, reconciliations, written consents are obtained by the dates of each phase of the Services.
      4. The Designer must submit documents of appropriate quality and scope for approval by the Relevant Parties, otherwise the approving entities may refuse to assess the documents submitted.
      5. The Designer must use the registers of comments on the assessment of the design documentation. All comments made by the Customer, the expert examination of the construction project, the independent expert assessment, the road safety audit, the As-Bo/No-Bo assessment, must be answered in a reasoned manner. All subsequent submissions of the design documentation must clearly indicate any changes that have been made. The Designer must indicate in the records of documentation evaluation comments the references to the drawings, documents, their specific pages and the changes made, any deletions or additions in the updated version of the design documentation.
      6. The Designer must provide survey permits as required by law and Relevant Party approvals for all survey services to be carried out in the study area.
      7. The Designer shall provide engineering topographical surveys duly prepared in accordance with the legislation.
      8. The Designer shall submit a report on the geodetic network and a levelling report. The Customer shall approve the reports.
      9. The electronic versions of the documents with a covering letter shall be delivered in person or by courier to the Customer's representative (the Customer's Project Manager or his/her authorised person) before the end of the Service provision period (phase), taking into account the conditions set out in Clause 8.12, Clause 8.13 and Clause 8.14 of the General Terms and Conditions of the Contract;
      10. Copies of the documents (in the number of copies specified by the Customer) shall be made available by the Designer directly to the relevant national and EU authorities upon request of the Customer.
   4. The Designer shall ensure that the final documents are submitted by the dates of the phases of Services.
   5. In the case of engineering geological survey services, the Designer shall submit a fieldwork report to the Customer for review. The information shall be reviewed by the Customer no later than within 15 (fifteen) business days of its submission.
   6. In the case of engineering geological survey services, the Designer shall submit the engineering geological survey report to the Customer for review. The information shall be reviewed by the Customer no later than within 27 (twenty-seven) business days of submission.
   7. If the information provided is incomplete, the Designer shall, no later than within 10 (ten) business days, correct the discrepancies or provide the missing information.
   8. The Designer shall submit reports of other studies that will be required on a site-specific basis and which are necessary for the development of the project's solutions and to ensure the final outcome of the project. The information shall be reviewed by the Customer no later than within 27 (twenty-seven) business days of submission.
   9. The Supplier shall submit the design proposals to the Customer for review:

(a) Administrative Review. Upon receipt of the submitted result, the Customer shall carry out an administrative review no later than within 10 (ten) business days. The purpose of the administrative review shall be to check whether the presentation is sufficient to allow the technical review to proceed. If the submitted document is incomplete, the Customer shall ask for a resubmission of the full deliverable.

(b) Technical review. After the administrative review, the Customer, together with representatives of the Rail Baltica Project Supervisory Authority RB RAIL AS, shall prepare a technical review report within 30 (thirty) business days.

* 1. The Designer shall sign a report on the review of the compatibility of the solutions between the parts of the project, in which each manager of a part of the project shall sign that the solutions of the project have been mutually coordinated prior to the first submission of the design proposals or the draft technical work.
  2. The Designer shall submit the technical working draft to the Customer for review:

(a) Administrative review. Upon receipt of the submitted result, the Customer shall carry out an administrative review no later than within 10 (ten) business days. The purpose of the administrative review is to check the completeness of the result presented. If the submitted document is incomplete, the Customer shall ask for a resubmission of the full deliverable.

(b) Technical review. After the administrative review, the Customer, together with representatives of the Rail Baltica Project Supervisory Authority RB RAIL AS, shall prepare a technical review report within a maximum of 30 (thirty) business days.

* 1. The Customer shall, within the terms set out in Clauses 8.5 to 8.11 of the General Terms and Conditions of the Contract from the date of receipt of all (complete) signed documents relating to the completion of the phase, evaluate the documents and shall either approve them or reject them by means of reasoned comments;
  2. In the event of rejection of the documents by the Customer, the Designer shall be obliged to correct the documents in accordance with the Customer's comments and to resubmit the signed, complete documents to the Customer no later than within 10 (ten) business days in the case of an introductory report and engineering studies, or 20 (twenty) business days in the case of a technical detailed design, from the day of their receipt. The Designer, when revising the documents in accordance with the Customer's comments, shall have the right to submit a written and reasoned opinion if he/she disagrees with the Customer's comments. The expression of such disagreement shall not in itself relieve the Designer of the obligation to remedy the deficiencies identified by the Customer;
  3. If the documentation relating to the performance of a phase is not approved by the end of the relevant Service delivery period (phase) because of tje Designer’s fault, forfeiture shall begin to accrue to the Designer from the day after the end of the Service delivery period (phase), in accordance with Clause 10 of the General Terms and Conditions of the Contract;
  4. Notwithstanding the calculation, submission and rejection of forfeiture, the procedure set out in Clauses 8.12 to 8.14 of the General Terms and Conditions of the Contract shall be repeated until all the necessary corrections have been made in the light of all the Customer's reasoned submissions, and the phase shall be deemed to be satisfactorily performed;
  5. Any comments of the Customer leading to the rejection of the documents must be motivated, i.e. based on the relevant provisions of the laws, regulations, norms, other legal acts in force in the Republic of Lithuania, the Company's standards, the Design Task for the Project, these Terms of Service, the Terms and Conditions of the Contract, and the Designer's proposal;
  6. The term for the performance of any phase of the Services relating to the provision of a previous phase of the Services shall not be extended if the Customer does not sign the Deed of Transfer and Acceptance for the previous phase of the Services for justified reasons. Interest on arrears for failure to perform/complete a phase of the Services on time will commence from the day after the expiry of the deadline (phase) for the provision of the Services specified in the Contract;
  7. Acceptance of an individual phase or part of the Services provided (as set out in Annex 6), or the final result of the Services as a whole, shall be effected by the signing of a Deed of Transfer and Acceptance of Services by both Parties. The Deed of Transfer and Acceptance of the Services shall be signed by representatives of the Designer and the Customer. The Deed of Transfer and Acceptance must contain the Project number and name, the Contract name, the date and number of signing, and any other information specified in advance by the Customer. The Designer shall submit the Deed of Transfer and Acceptance of the Services to the Customer no later than 2 (two) business days after the date of completion of the provision of the Services/phase or part of the provision of the Services (as set out in Annex 6). The Deed of Transfer and Acceptance of the Services shall be signed by the Customer and shall be be submitted to the Designer or will be subject to comments on its adjustment not later than within 5 (five) business days from the date of receipt of the Deed. Upon receipt of comments, the Designer shall revise it and submit it to the Customer no later than within 2 (two) business days after receipt of the comments.
  8. The Customer shall sign the Deed of Transfer and Acceptance of the Services provided that all or part of the preceding phases have been accepted (as per Annex 6);
  9. By approving the Project and signing both the interim and the final Deed(s) of Transfer and Acceptance of the Services, the Customer shall accept no liability for any errors or other defects in the Project and their consequences. If any errors, contradictions or other deficiencies are found in the Project or other design documentation prepared by the Designer, such errors and deficiencies shall be corrected at the expense of the Designer within the term specified in Clause 8.7. of the General Terms and Conditions of the Contract. Payment for accepted Services shall not eliminate the Designer's obligation to correct errors or other defects in the Project or to complete the Services in full.
  10. If the term for the performance of a particular work or obligation of the Designer is not specifically stated in this Contract, the Designer shall perform the work or obligation within the term specified by the Customer, in which case the term for the performance of the work or obligation shall be reasonable and shall be such as to enable the Designer to satisfactorily perform the work or obligation. Should the Designer fail to fulfil its contractual obligations within the terms set out in this Clause, the Designer shall be liable to indemnify the Customer for the Customer's minimum damages set out in Clause 4.5 of the Special Terms and Conditions of the Contract;
  11. The Parties hereby agree that the quality of the Services and the timing of the provision of the Services are material terms of the Contract.

1. PAYMENT TERMS
   1. Payments shall be made in the national or other currency in which settlements are permitted in the Republic of Lithuania, i.e. euro;
   2. Payments for the Services shall be made by wire transfer to the bank account specified in the Designer's details in the Special Terms and Conditions of the Contract, or to another bank account specified in writing by the Designer, if the Designer has assigned to a third party (funder) its pecuniary claim under the Contract, and has notified the Customer thereof;
   3. Payments shall be made within 30 (thirty) calendar days after the date of signing of the Deed of Transfer and Acceptance of the Services, only on the date of acceptance through the SABIS information system of the VAT invoice issued on the basis of the signed Deed of Transfer and Acceptance of the Services, which complies with the requirements set out in the General Terms and Conditions of the Contract, for the duly and qualitatively rendered Services. Where the Contract is to be financed from EU CEF funds using the invoice payment method in accordance with the Rules for the Administration of Projects under the Connecting Europe Facility (CEF) for the financial period 2021-2027 approved by the Minister of Transport and Communications of the Republic of Lithuania and the Minister of Energy of the Republic of Lithuania, and which requires longer payment terms than those referred to in the first sentence of this Clause, payments for the Services duly rendered shall be made within a maximum period of 60 (sixty) days from the day of the date of the receipt of the eligible payment documents.
   4. Once the Parties have signed the Deed of Transfer and Acceptance of the Services, the Designer undertakes to submit an invoice within 2 (two) business days at the latest. The Designer shall submit all issued VAT invoices, invoices, credit notes and advance invoices to the Customer electronically. VAT invoices, invoices, credit notes and advance invoices complying with the European Standard on eInvoicing shall be submitted by means chosen by the Designer. Electronic VAT invoices, invoices, credit notes and advance invoices that do not comply with the European eInvoicing Standard shall only be submitted using the SABIS tools. Electronic VAT invoices, invoices, credit notes and advance invoices submitted by means other than SABIS may only be deemed to have been duly submitted in the event of an interruption in the SABIS system which prevents the submission of documents. The Designer must provide supporting evidence when reporting such disruption. Only after the Customer has evaluated the evidence provided and agrees to accept the documents in a different way due to a system glitch, the Service Provider may submit the documents by e-mail, instead of the SABIS system, to the persons responsible for the execution of the Contract and the acceptance of the VAT invoices. The Service Provider must resubmit the documents through SABIS immediately after the SABIS system has been disrupted. The invoice issued by the Designer must comply with the requirements of the laws of the Republic of Lithuania. In addition, the invoice issued by the Designer must additionally indicate the number and date of the Contract and of the Deed of Transfer and Acceptance of the Services (if granted, the code and name of the specific project) and the contact details of the responsible persons of the Parties. If the invoice is dated in the current month and is submitted after the 3rd (third) business day of the following month, it shall be entered in the Customer's accounts on the date on which it is registered with the Customer.
   5. In the event that the Invoice submitted by the Designer does not comply with the requirements of Clause 9.4 of the General Terms and Conditions of the Contract, the Customer shall return such VAT Invoice to the Designer for correction;
   6. If the Special Terms and Conditions of the Contract provide for payment for the Services or part thereof by advance payment, the Customer shall pay for the Services or part thereof by advance payment within the period specified in the Special Terms and Conditions of the Contract, upon submission by the Contractor to the Customer of a security of repayment of the advance payment (the terms of the advance payment being as set out in the Special Terms and Conditions of the Contract) of at least the full amount of the advance payment, and an invoice of the advance payment, which shall be submitted to the Customer via the SABIS website. If the advance payment is waived in writing by the Designer, no security for repayment of the advance shall be required.
2. LIABILITY OF THE PARTIES
   1. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania and this Contract. The Parties undertake to cooperate, to duly perform their obligations under this Contract and to refrain from any action which might prejudice each other or impede the performance of the obligations of the other Party;
   2. Without diminishing or limiting the Designer's liability for the proper performance of the Contract as provided for in this Contract and in the legislation of the Republic of Lithuania, the Designer undertakes to indemnify the Customer against all direct losses incurred by the Customer in the following cases:
      1. The Designer shall be liable for improper preparation and coordination (non-coordination) of the technical documents with the competent authorities, or for the performance of survey work, as well as for the reworking of the construction works due to improperly provided design services or improperly prepared technical documents, and for deficiencies in the works/documents which are detected during the execution of the works on the basis of the technical documents, or at the time of the acceptance of the results of the design services, or at the time of the use of the object resulting from those services. If deficiencies in the technical documents or survey work are found, the Designer shall be obliged to rectify the deficiencies in the technical documents or to re-execute the survey work at the Customer's request, free of charge, where necessary to obtain the building permit, any necessary approvals and/or consents, and to indemnify the Customer against any damages;
      2. If the Designer violates the obligation set out in Clause 3.1.9 of the General Terms and Conditions of the Contract to design the Project in a manner that does not restrict competition, i.e,  (1) the construction of the Structure is not restricted to a particular supplier and/or (2) the construction of the Structure is restricted to the use of equipment/materials of a particular manufacturer, and such violation comes to light after the Project has been approved by the Customer, the Designer undertakes to indemnify the Customer against all losses incurred by the Customer as a result of such violation, including, without limitation, fines or other pecuniary sanctions imposed by the public authorities upon the Customer.  The Customer undertakes to inform the Designer about the investigations initiated by the public authorities, insofar as this does not interfere with the progress of the investigation and the requirements formulated by the public authorities;
   3. The Designer shall be liable to indemnify the Customer against all direct losses and incidental expenses incurred by the Customer as a result of the Designer's fault or as a result of circumstances beyond the Designer's reasonable control, irrespective of whether the losses and incidental expenses arise during the course of performance of the Contract or at the end of it. The maximum total amount of all possible direct losses and incidental expenses shall be limited to the amount of 20 (twenty) percent of the total price of the Contract. In the event that the Designer's error, non-performance and/or improper performance of the obligations assumed under this Contract, or the consequence of such acts, is recognised as an insured event under the insurance policies provided by the Designer on the basis of this Contract, the Customer's indemnification for damages and expenses shall be limited to the amount of 20 (twenty) percent of the total price of the Contract or the amount of the sum insured, whichever is the larger amount. The Parties hereby acknowledge that the limitation on damages provided for in this Clause shall not apply to damages resulting from violations of Section 14 of the General Terms and Conditions of the Contract. If the Designer fails to perform its contractual obligations properly, the Customer, without prejudice to any other remedies provided for in the Contract and the law for non-performance or inadequate performance of its contractual obligations, shall have the right to impose a unilateral deduction, by written notice to the Designer (in the form of an order to pay the sums due to the Designer, if not enough), from the performance securities provided by the Designer, to cover the forfeiture referred to in the Contract as well as for any losses it may suffer. This provision shall apply notwithstanding the termination of the Contract and the application of other sanctions;
   4. The Designer shall be fully liable and indemnify the Customer for any and all losses incurred by the Customer as a result of reasonable legal claims brought by third parties against the Customer for infringement of patents, copyrights, or other intellectual property rights belonging to third parties, whether by the Designer or by persons employed by the Designer, arising out of the performance of this Contract;
   5. Interest on arrears on late payments:

10.5.1. If the Customer unreasonably misses a payment deadline, the Designer may claim interest on arrears at the rate of 0.05 percent for each day of delay in payment, calculated on the amount of the delayed payment, exclusive of VAT, if applicable to the Contract, up to a maximum of 20 (twenty) percent of the Total Contract Price, exclusive of VAT, if applicable to the Contract

10.5.2. Interest on arrears on late payments may be charged from the next day on which the payment should have been made to the bank account up to the day on which the payment has been made from the account of the Customer or the relevant paying authority.

* 1. Interest on arrears for failure to perform or improper performance of contractual obligations:

10.6.1. If the Designer fails to fulfil its contractual obligations within the terms set out in the Contract (e.g, failure to meet the deadlines for the delivery of the Services, failure to provide the insurance documents referred to in Clause 12 of the General Terms and Conditions of the Contract, etc.), interest on arrears at the rate of 0.05 percent for each day of delay shall begin to accrue on the price of the delayed phase, exclusive of VAT (where the phase is paid for on a fixed-rate basis), or on the price of the delayed quantities of the Services in EUR, exclusive of VAT (where the phase is paid for on a fixed-rate basis), or on the total price of the Contract (where there are no specified phases or where the Contract does not refer to a specific stage of the obligation). Interest on arrears shall start to accrue from the day after the expiry of the deadline for the provision of the Services (phase, if any). Interest shall accrue until it reaches a total of 20 (twenty) percent of the total Contract price excluding VAT, if applicable to the Contract. Upon reaching the maximum limit of 20 (twenty) percent of the Total Contract Price exclusive of VAT, if applicable to the Contract, for the calculation of forfeiture, the Customer shall have the right to terminate the Contract by giving the Designer 10 (ten) business days' notice in writing, without reimbursement of the Designer's losses or expenses incurred by the latter, and to make use of the security provided for in the Contract.

* 1. The forfeiture (interest on arrears and/or penalties) shall be paid/reimbursed immediately, but at the latest within 7 (seven) days from the date of dispatch of such demand, into the bank accounts of the Parties specified in the Contract;
  2. The payment of forfeiture (interest on arrears and/or penalties) shall not relieve the Parties of their obligation to perform their obligations under this Contract.

10.9. The payment of forfeiture or the extension or suspension of the Contract shall not exempt the Designer from indemnification in accordance with the Customer's reasonable demand.

10.10. Termination/expiry of the Contract shall not exempt the Parties to the Contract from payment of forfeiture and losses accrued prior to the termination of the Contract, nor shall it exempt the Designer from the obligation to remedy deficiencies at the Designer's expense.

10.11. The Designer shall be responsible, including material liability, for the security of the data and documents transferred to thereto, as well as for the security of the information and data contained in the information systems to which the Designer has access, and shall indemnify the Customer against all losses incurred by the Customer in connection with the partial or total loss, damage, and/or use of the documents, data, for purposes other than for the performance of the Contract, or disclosure without the Customer's prior written consent.

10.12. The Designer shall be liable in all cases, including material liability, for damages caused by the improper performance of the Contract by the Designer and persons engaged by the Designer, or by the violation by the Designer of the obligations and/or warranties provided by the Designer, as well as by acts or omissions of the Designer and/or persons engaged by the Designer, and shall be liable to compensate for all losses, whether such damages are suffered by the Designer or persons engaged by it, or by any third party and/or their property.

10.13. Irrespective of the term of the Contract, the Designer shall be liable to indemnify the Customer against any losses and expenses incurred by the Customer and any fines or penalties imposed by the public authorities on the Customer or on the Customer's employees, which have arisen or have been imposed as a consequence of the Designer's non-performance of, or improper performance of, its obligations under the Contract or the failure of the Project to comply with the requirements of the applicable legislation. The Designer also undertakes to indemnify and hold the Customer and third parties harmless from any adverse consequences, and to be liable to the Customer and third parties in respect of any adverse consequences that may be caused to the Customer or third parties as a result of a violation of the Sanctions, and/or the imposition of Sanctions on the Customer and/or third parties, and indemnify the Customer and third parties against all direct and indirect losses or damages and additional costs incurred by them as a result (including, but not limited to, damage to the business reputation of the Customer and/or third parties, business restrictions, loss of business and customers or other adverse consequences related to restrictions on the activities of the Customer and/or third parties or their employees). The aforementioned damages, costs, penalties shall be indemnified and paid by the Designer within 7 (seven) calendar days from the date of receipt of the payment demand (invoice).

1. TAXES AND DUTIES (*if applicable*)
   1. The Designer shall be fully responsible for the correct clearance of customs procedures and for the correct calculation and payment of customs duties and/or import VAT, if applicable, to the customs office. The Designer shall, at its own expense, comply with all tax obligations in the Republic of Lithuania / any other country which have arisen or may arise in connection with the performance of this Contract, and shall bear all risks associated with the performance of tax obligations, if any, in the Republic of Lithuania.
2. INSURANCE
   1. Requirements for compulsory insurance against civil liability of the designer of a structure when only the design of the structure is carried out:
      1. The Designer shall, within 10 (ten) calendar days from the date of signing of the Contract, conclude at its own expense a compulsory civil liability insurance contract of the Designer of the Structure for the design of the planned construction or part thereof in accordance with the requirements set out in Section XI of the Republic of Lithuania Law on Construction (notwithstanding the provisions of Article 42(10) of Section XI of the Republic of Lithuania Law on Construction, i.e. when concluding an insurance contract also for non-complex structures), in accordance with the current version of the Rules of Compulsory Civil Liability of a Construction Designer, approved by the Resolution of the Board of the Bank of Lithuania of 23 October 2012 No. 03-225, as well as with the requirements set out in the Special Terms and Conditions of the Contract, and to submit to the Customer the documents referred to in Clause 12.7 of the General Terms and Conditions of the Contract confirming the fact of conclusion of an insurance contract. The scope of insurance cover must be no narrower than that set out in the Special Terms and Conditions of the Contract. The insurance contract shall be concluded and, if necessary, continued, for a term covering the period from the commencement of the provision of the Services until the 30th calendar day after the scheduled date of transfer of the result of the Services to the builder (Customer). The term of the insurance cover must cover the period from the beginning of the design of the structure until the end of the warranty period referred to in Article 6.698(1)(1) of the Civil Code. The unconditional deductible must not be higher than the deductible set out in the Rules of Compulsory Civil Liability of a Construction Designer.
   2. Requirements for compulsory insurance against civil liability of the designer of a structure when designing and supervising the execution of a structure project:
      1. The Designer shall, not later than before the commencement of the construction of the Structure, at its own expense, conclude a compulsory civil liability insurance contract of the Designer of the Structure in respect of the supervision of the execution of the design of the Structure or part thereof, in accordance with the requirements set out in Section XI of the Republic of Lithuania Law on Construction (notwithstanding the provisions of Article 42(10) of Section XI of the Republic of Lithuania Law on Construction, i.e., in the event that the contract is concluded for non-complex Structures), in accordance with the current version of the Rules of Compulsory Civil Liability of a Construction Designer, approved by the Resolution of the Board of the Bank of Lithuania of 23 October 2012 No. 03-225, as well as with the requirements set out in the Special Terms and Conditions of the Contract in respect of the supervision of the execution of the Structure design under the Contract, and to submit to the Customer the documents referred to in Clause 12.7 of the General Terms and Conditions of the Contract confirming the fact of conclusion of an insurance contract. The scope of insurance cover must be no narrower than that set out in the Special Terms and Conditions of the Contract. The insurance contract shall be concluded and, if applicable, continued, for a term covering the period from the commencement of the provision of the Services until the 30th calendar day after the scheduled date of transfer of the result of the Services to the builder (Customer). The term of the insurance cover must cover the period from the beginning of the provision of the services until the end of the warranty period referred to in Article 6.698(1)(1) of the Civil Code. The unconditional deductible must not be higher than the deductible set out in the Rules of Compulsory Civil Liability of a Construction Designer.
   3. Civil liability insurance requirements for construction surveys (if applicable):
      1. If the Designer is to carry out the construction surveys provided for in the Contract, the Designer shall, within 10 (ten) calendar days from the date of signing of the Contract, take out, at the Designer's own expense, a third-party liability insurance contract in respect of the planned construction surveys to be carried out in accordance with the Contract, taking into account the requirements set out in the General Terms and Conditions of the Contract, and shall submit to the Customer the documents referred to in Clause 12.7 of the General Terms and Conditions of the Contract, which shall attest to the fact of the taking out of such insurance contract. The scope of insurance cover must be no narrower than that set out in the Special Terms and Conditions of the Contract. The unconditional deduction shall not be higher than that specified in the Special Terms and Conditions of the Contract. The insurance contract shall be concluded and, if necessary, continued, for a term covering the period from the commencement of the provision of the Services until the 30th calendar day after the scheduled date of transfer of the result of the Services to the builder (Customer). The term of the insurance cover must cover the period from the beginning of the provision of the services until the end of the warranty period referred to in Article 6.698(1)(1) of the Civil Code;
      2. If the Designer relies on other entities to carry out the building surveys provided for in the Contract, the Designer undertakes to provide the Customer with information on the contract(s) signed with the entity(ies) that will carry out the building surveys provided for in the Contract. The Designer shall, within 10 (ten) calendar days from the date of signing of the Contract, submit to the Customer the civil liability insurance contract(s) of the entity(ies) that will carry out the structural investigations of the Structure, as well as the other documents referred to in Clause 12.7 of the General Terms and Conditions of the Contract. The third-party liability insurance contract shall comply with the requirements set out in this Clause and any other requirements set out in the Special Terms and Conditions of the Contract.
      3. This insurance contract shall cover damage to the property, health and life of both third parties and the Customer (its employees) caused in the course of construction surveys. The insurance also covers the Customer's losses and the rectification of defects in the construction object caused by inadequate construction surveys, as well as financial losses that are not related to damage to property, health of a person and/or do not occur as a consequence of damage to property, health of a person or life~~.~~
   4. The Designer may enter into insurance contracts combining several types of insurance referred to in this Section of the General Terms and Conditions, provided that this does not reduce the scope of the insurance cover required;
   5. In the event of delay by the Designer in providing the prohibitions referred to in Clauses 12.1 to 12.3 of the General Terms and Conditions of the Contract, the Designer shall pay, on demand by the Customer, the penalty provided for in the Special Terms and Conditions of the Contract for each instance of delay. Payment of the penalty shall not relieve the Designer of the obligation to provide the insurance;
   6. The terms and conditions of all insurance contracts referred to in Clause 12 of the General Terms and Conditions of the Contract to be concluded by the Designer shall be agreed upon in writing with the Customer or its authorised representative prior to the conclusion of such contracts (or, in the case of reliance on the existing insurance contracts, the necessary additions to, or amendments to, such contracts). Terms and conditions of insurance contracts not coordinated with the Customer shall be deemed to be unacceptable to the Customer and shall not be submitted to the Customer ab initio;
   7. The Designer shall provide the Customer with certified copies of the third party liability insurance certificate(s) (policy(ies)) and the tax warrant(s) evidencing payment of the insurance premium(s) or part(s) thereof;
   8. The Designer(s) must renew the insurance contract(s) at their own expense and within 2 (two) business days of the renewal of the insurance contract, provide the Customer with the documents confirming the same, if the insurance contract(s) will expire earlier than provided for by law or the requirements of the Contract;
   9. If the insurance premium is payable in instalments, the Designer shall provide the Customer with a certified copy of the document evidencing payment of the insurance premium after each due date specified in the insurance policy;
   10. If the Designer is acting on the basis of a joint venture (partnership), all other partners must be named as additional insured persons in the submitted insurance policy or must provide insurance policies in their own names with at least the same coverage as specified in the Contract;
   11. The insurance contract must provide for the possibility to pay claims in the currency of the contract to cover the loss or damage. Insurance claims received from insurers must be used to cover loss or damage;
   12. The Designer must comply with all the terms and conditions set out in the Insurance Contract. The Designer shall keep the insurers informed of any relevant changes in the provision of the Services and shall ensure that the Insurance Contract is valid in accordance with the requirements of Clause 12 of the General Terms and Conditions of the Contract;
   13. The Designer shall not be entitled to make any changes to the terms and conditions of the Insurance Contract (other than changes to the details of the parties to the Insurance Contract) without the prior consent of the Customer. If the insurer attempts to change the terms of the Insurance Contract, the Designer must immediately notify the Customer thereof;
   14. If the Designer, in the performance of the Contract, fails to secure the terms of the Insurance Contract which it is required to perform and maintain under the Contract or fails to provide satisfactory evidence and copies of the insurance certificates in accordance with the requirements of this Clause, then the Customer may (at its option and without prejudice to any other right or remedy) enter into the Insurance Contract on the terms and conditions set out in this Clause and pay the required insurance premiums, or shall have the right to suspend the amounts payable to the Designer in respect of the Services until the Designer has fulfilled all of its obligations under this Clause. If the Customer pays the insurance premiums for the Insurance Contract provided for in this Clause, the Designer shall be obliged to reimburse the Customer out of the Contract Price for the insurance premiums paid or the Contract Price shall be reduced accordingly;
   15. If the insurance benefit paid by the insurer is insufficient to indemnify the damage caused by the Designer, the Designer shall be obliged to indemnify for the remaining damages. If the Designer fails to enter into an Insurance Contract on the terms and conditions set out in this Clause or fails to ensure compliance with the terms and conditions set out by the Insurer in the Insurance Contract, any loss or damage which the insurance company would have been liable to indemnify under the Insurance Contract, shall be the responsibility of the Designer to indemnify;
   16. The Designer shall, during the entire period of validity of the insurance cover of the Insurance Contracts, provide evidence of the validity of the insurance cover and the regular payment of the insurance premiums without delay, i.e. within 1 (one) business day of the Customer's request to do so.
3. REPORTS
   1. The Designer shall prepare and submit the inception and progress reports on the Services provided, together with the supporting documentation, in accordance with this Clause;
   2. Reports shall be subject to the provisions of Clause 14 of the General Terms and Conditions of the Contract;
   3. Content and presentation of reports:
      1. Service inception report. The inception report shall be submitted within 60 (sixty) days of the entry into force of the Contract. Service inception report in compliance with the specified deadline, is carried out in parallel with other works planned for stage I. The report must include: the project implementation plan (detailing the services to be carried out (studies to be carried out), a description of the positions of the employees assigned to the Contract, the execution and control of the services, a chart of mutual responsibilities, a list of contact details of employees, and any other information relevant to the Contract); the schedule for the provision of the services (detailing, but without modifying, the deadlines for completion of the specific milestones set out in the Contract, indicating the persons responsible for each of the services, including the name of the subcontracting companies, if any, and details of subcontracting arrangements, etc.); a risk management plan; a BEP (BIM Execution Plan) based on the pre-BEP provided in the Annex to the tender, which fully implements the information requirements of the Customer.
      2. Progress report on Service delivery:

The Designer shall, at least once a month during the provision of the Services and until the end of the provision of the Services, submit to the Customer, by e-mail, in writing or by any other means of communication agreed upon with the Customer, detailed reports in Lithuanian on the progress of the provision of the Services, signed by the responsible persons, together with the documents accompanying them. The report with a covering letter must be submitted to the Customer by the last business day of the month. If the execution of the services of a phase is completed during the month in question, a design progress report with accompanying documents may be submitted after the completion of the execution of the phase earlier than the last business day of the month, in which case the next report shall cover an additional period of time from the end of the period covered by the preceding report;

* + 1. The Customer shall inform the Designer by e-mail that it approves the submitted report or, in the case of material deficiencies, rejects it and submits its comments within 10 (ten) days. Failure of the Customer's representative to provide information that the report has been approved or rejected within 5 (five) business days shall be deemed to constitute approval of the report. The Designer shall revise the rejected report in the light of the Customer's comments and resubmit it to the Customer within 5 (five) days at the latest.
    2. Inception and Interim Reports: the Supplier shall provide an Inception Report for the Customer's review. Upon receipt of the submitted result, the Customer shall carry out the review within a maximum period of 10 (ten) days. If the report submitted is incomplete, the Supplier shall, within 10 (ten) days, rectify any discrepancies or provide any missing information. The Supplier shall be responsible for correcting and resubmitting the Inception Report at its own expense. The Inception Report shall be approved by the Customer after the final version of the document has been agreed upon.
    3. The Service progress report must contain the following general data:

1. A brief description of the Contract being implemented (Contract No., Parties to the Contract);
2. The progress of the provision of the Services (if the provision of the Services is phased, then a description of the progress of each phase) and the financial status of the execution of the Contract, the duration of the provision of the Services (from – to), the extent to which it has been carried out, the extent to which it was planned to be carried out, the progress made from the commencement of the provision of the Services, and the extent of the delay and the reasons for it;
3. The causes of the problem and non-conformities and the measures taken to remedy the situation (notifications by the Designer of existing or potential non-conformities, Instructions given by the Customer's Project Manager, amendments to the Contract, reasons for previous rejections of the report, etc. In the case of any non-conformity, the report shall be accompanied by the relevant correspondence between the Customer and the Designer);
4. The value(s) of the delayed phase(s) on which forfeiture are to be calculated;
5. Other activities during the reporting period (e.g. staff changes, minutes of meetings, inspection reports, photographs, etc.).
   * 1. The format and content of the reports, in addition to those specified in Clause 13.2.1. of the General Terms and Conditions of the Contract, shall be coordinated with the Customer.
   1. If reports are not submitted or are not submitted in accordance with the requirements of Clause 13.3 of the General Terms and Conditions of the Contract, the Designer shall be liable to a penalty of the amount set out in Clause 4.5 of the Special Terms and Conditions of the Contract for each such violation, at the request of the Customer.
6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

14.1. The Customer, having paid the Designer for the relevant Services (phase of the Services), shall acquire all the author's proprietary rights to the Project (the design documentation and its separate/individual parts) provided for by the legislation of the Republic of Lithuania. The Designer unconditionally, irrevocably, gratuitously, for an indefinite period of time (in perpetuity) in all countries of the world, shall assign to the exclusive ownership of the Customer all proprietary copyright, industrial and intellectual property rights in the Project and in the Designer, as provided for in the laws of the Republic of Lithuania, in connection with the Services, including, but not limited to, the exclusive right to authorise or prohibit the following actions: reproduce the work in any form or by any means, publish the work, translate the work, adapt or otherwise process the work, distribute the original or copies of the work by sale, lease, rental, loan or other transfer of ownership or possession, import, export, public display of the original or copies of the work; broadcast, retransmit and otherwise make the work publicly available, including making it available to the public on computer networks (the Internet).

14.2. The remuneration to the Designer for the assignment to the Customer of the proprietary rights in the works/intellectual property objects (design documentation and individual/partial parts thereof) shall be included in the Total Contract/phase costs. The authors of the project shall not be entitled to any other or additional royalties for the use, management and disposal of the result of the Services. The Designer hereby warrants that any copyrighted product created as a result of the Services cannot, does not, and will not be encumbered by any proprietary rights, claims and/or demands of the Designer, the authors of the Project and/or third parties therein.

14.3. The assignment of the copyrights referred to in this Section to the Customer shall entitle the latter to issue consents for changes to the Project, to make changes to the design documentation and/or other related documents and documents prepared by the Designer at its sole discretion, on its own initiative, without the separate consent of the Designer, the authors of the Project and/or other works, and to delegate the supervision of the execution of the modified Project to the Designer who has carried out the modifications, but in the event of such a modification, the Customer shall have no longer the right to use the Designer's name without the Designer's prior separate consent. This Contract shall also be deemed to be a written consent of the authors of the Project and the Designer to continue the design work, to modify, realise and/or otherwise use the result of the Services by the Customer and/or third parties engaged by the Customer in the Customer's business activities. The Designer undertakes to obtain and submit to the Customer, within 10 (ten) calendar days from the date of the Customer's request, the consents of the authors of the Project, who have carried out the design works protected by the Republic of Lithuania Law on Copyright and Related Rights and the Republic of Lithuania Law on Architecture, regarding the assignment of the author's property rights to the Customer.

14.4. **In the event that the Contract is terminated or otherwise expires, the Designer, who has commenced the preparation of the design solutions and/or the technical detailed design, has ceased to operate (or actually ceases to exist), or there are other important circumstances in the existence of which the continued provision of the Designer's services is not possible or materially infringes on the Customer's interests and/or threatens the implementation of the Contract, and the Customer has paid the Designer for the services duly provided and accepted by the Designer (the portion of the services duly provided and accepted by the Designer prior to termination of the Contract), the Designer hereby agrees that any further design work on the Project necessary for the adjustment, completion and/or realisation of the result of the Services (including the completion of the design solutions and/or technical detailed design, the release of new design leads, the modification of solutions, the supervision of the execution of the Project, etc.) shall be carried out by the newly hired designer of the Customer.**

14.5. The Designer hereby represents and warrants that it and the authors of the Project, jointly and/or severally, shall not have and shall not assert any claims or demands against the Customer and/or any third parties with respect to the Customer's use of the copyrights of the Project and/or the works and parts thereof (including, without limitation, the Project and the individual parts of the Project, the Structures, the drawings, drafts, sketches, and models of the Project, and shall not have or make any claim for the use of the same for any other purpose) acquired pursuant to the present Contract.

14.6. The Customer, as the owner and assignee of the author's proprietary rights in the Project, shall have the right to assign the author's proprietary rights to third parties as appropriate and otherwise to exercise and dispose of the rights to the fullest extent. The Customer may use the Designer's documents to advertise the Project and the Structures in brochures, publications, advertising supplements, photographs and films, texts and multimedia messages, and websites without the Designer's prior written consent.

14.7. The Designer shall be fully liable if the design of the Project infringes the intellectual property rights of any third party. In such a case, the Designer shall immediately remedy such violations at the Designer's own expense, in order to protect the Customer against loss, and shall reimburse the Customer for all costs incurred by the Customer in doing so. Unless otherwise provided in the Contract, the Designer undertakes to indemnify the Customer in respect of any claims arising out of any patent, trademark, industrial design right (whether registered or not), right of ownership (whether registered or not), right arising out of applications for registration of any of the aforementioned rights, copyright, rights of database producers (sui generis), rights of owners of firms, companies, organisations, business names and other similar rights or obligations, whether registered in Lithuania or in other countries, or whether or not registrable, as provided for in the Contract, unless such infringement is due to the fault of the Customer.

1. REPRESENTATIONS AND WARRANTIES OF THE PARTIES
   1. Each Party hereby represents and warrants to the other Party that:
      1. They entered into the Contract with a view to giving effect to its provisions and being in a position to actually perform the obligations under the Contract;
      2. They entered into the Contract without violating or intending to violate the legislation of the Republic of Lithuania and the documents governing the Parties' activities and contractual obligations;
      3. They are solvent, their activities are not restricted, they are not in restructuring or liquidation proceedings or are not threatened with restructuring or liquidation, they have not suspended or curtailed their activities, and they are not in insolvency proceedings;
   2. The Designer hereby represents and warrants that:
      1. It has fully acquainted itself with all information relating to the Services including, but not limited to, mandatory legislation and other documentation provided by the Customer at its request, which is necessary for the fulfilment of its obligations under the Contract and for the provision of the Services, and that such documentation and the information contained therein is wholly and completely sufficient to enable the Designer to ensure the proper and full performance of the entirety of the obligations and the quality of all obligations assumed under the Contract;
      2. It and the third parties fulfilling its contractual obligations and providing the Services have all the licences, permits, certificates, qualification certificates, as well as all other documents and the necessary qualifications and competence to provide the Services and to carry out the obligations set out in the Contract;
      3. It has all the technical, intellectual, physical and any other capabilities and qualities necessary and appropriate to enable it to properly perform the terms of the Contract and to ensure the highest quality of the Services provided;
      4. It has no debts or liabilities to third parties which would prevent the proper performance of its obligations under the Contract and undertakes not to incur any such liabilities throughout the term of the Contract;
      5. The Designer has not been served with any notices or summonses and is not the subject of any litigation, arbitration or other legal proceedings against the Designer or any other person, which could have a material adverse effect on the Designer's financial position and/or business and/or ability to perform its obligations under the Contract;
      6. The Project prepared by the Designer shall be free from errors or other deficiencies (i.e., inconsistencies with the mandatory requirements of the laws of the Republic of Lithuania and other legal enactments, the Design Task, the Customer's Instructions provided in accordance with the provisions of this Contract, the design conditions, the remarks of the experts carrying out the design examination, the lawful remarks of the representatives of the various authorities) that would diminish the value of the Structure, or would otherwise adversely affect its ability to be used for the purpose of its direct use;
      7. Is fully aware of the nature, terms, scope and payment terms of the Services;
      8. It has gathered all information it deems necessary and sufficient to carry out its obligations under the Contract, the Services referred to in this Contract include all design services, all Phases, as specified in the scope of the Contract, in order to successfully implement the Project;
      9. It has had access to all relevant documents and information enabling the Designer to draw independent conclusions about the Parties' rights and obligations under the Contract. The Designer shall assume full liability for the assessment of the obligations and risks arising from the Contract;
      10. It is not aware of any circumstances which might prevent the proper performance of its obligations under the Contract;
      11. The Designer hereby confirms that the Contract Price and the prices of the Service Phases comprising the Contract Price shall be inclusive of all of the Designer's direct and indirect costs and expenses incurred by the Designer in connection with the provision of the Services (including, without limitation, any and all fees payable by the Designer, as well as any and all insurance premiums, royalties, etc.), and shall not be subject to any increase(s) irrespective of any circumstance, cause, or indicator whatsoever, save and except as expressly provided for in this Contract;
      12. The Designer hereby confirms that it has made a detailed study of the applicable spatial planning documents and all other materials submitted to it by the Customer prior to the signing of the Contract, and that any newly discovered circumstances with respect to the Land Plots on which the Structures are to be constructed and everything on or around the Land Plots shall not be deemed to be grounds for a change in the price of the Contract or of the price of the Phases of the Services forming part thereof;
      13. If the Structure is constructed in accordance with the Project prepared by the Designer, there shall be no impediment beyond the control of the Designer or the Designer's improper performance of this Contract to the completion of the Structure and to the completion of the Structure being approved in accordance with the provisions of law;
      14. To the extent that it is at the Designer's discretion and in relation to the Designer's provision of Services under this Contract, third parties shall not have the right to prohibit or impede the execution of the construction of the works in accordance with the Designer's design documentation.

15.2.15. The Designer and/or its economic operators and/or subcontractors, as well as the persons controlling each of the aforementioned persons and/or the Services provided under the Contract are not subject to any sanctions (hereinafter referred to as sanctions) implemented in the Republic of Lithuania, including the sanctions of the United States of America, as defined in the Republic of Lithuania Law on the Implementation of Economic and other International Sanctions and in any other international, European Union and Republic of Lithuania legislation (for at least one of the applicable sanctions);

15.2.16. The Designer and/or the economic operators whose capacities it relies on and/or subcontractors used by the Designer and the Services provided by them shall not pose a threat to national security and/or to the business of the Customer.

* 1. The Designer undertakes to refrain from fraudulent and/or corrupt activities in connection with the award or performance of the Contract, to take measures to prevent the occurrence of such activities, and to inform the Customer of any fraudulent and/or corrupt activities identified within the Designer's and/or subcontractor's company. The Designer undertakes to provide, at the request of the Customer, documents and/or information on fraud and/or corruption activities identified in the Designer's or subcontractor's company, if they are related to the performance of the Contract. The Designer shall have the right to refuse to provide documents and/or information if the provision of such documents and/or information would be contrary to the applicable laws of the Republic of Lithuania. The Customer shall have the right to request the replacement of a subcontractor if a case of fraud and/or corruption is detected in its activities. If the Designer fails to fulfil the obligations set out in this Clause or fails to fulfil them properly, the Customer shall have the right to terminate the Contract and to claim damages from the Designer in respect thereof.
  2. The Designer hereby declares that the Customer shall have the irrevocable right to choose any other designer (who has not designed the structure to be constructed) entitled to carry out the relevant activities and to conclude a contract for the supervision of the execution of the design of the structure in the event of termination of the Contract in accordance with the provisions of Clause 22.3.1. of the General Terms and Conditions of the Contract or in other cases provided for in legal acts.
  3. By entering into the Contract, the Designer hereby confirms that it has carried out due diligence on the entities involved in the provision of services to the Customer (contracts entered into with its clients) for compliance with the Sanctions, and hereby confirms that the entities involved in the provision of services to the Customer and related to the provision of services comply with the international sanctions implemented by the Republic of Lithuania, as well as US and UK sanctions;
  4. The Designer hereby confirms that it refrains from any cooperation with entities suspected of attempting to evade the restrictions and obligations imposed by international sanctions implemented in the Republic of Lithuania, or where due diligence does not unequivocally conclude that the economic activity in question is not aimed at non-compliance with, or evasion of, the restrictions and obligations imposed by international sanctions implemented.
  5. In the event of a change in the circumstances set out in Clause Error! Reference source not found., Clause Error! Reference source not found., Clause Error! Reference source not found. of the General Terms and Conditions of the Contract, the Party undertakes to inform the other Party in writing within 3 (three) business days at the latest. Failure to provide all financial and tax information within the time limit shall be subject to the consequences of the defaulting Party's failure to comply with these obligations;
  6. The Parties hereby represent and warrant that each of the statements referred to in Clause Error! Reference source not found., Clause Error! Reference source not found. of the General Terms and Conditions of the Contract is true and correct as at the date of the Contract;

1. CONFIDENTIALITY OBLIGATIONS
   1. The Parties shall keep all information relating to the Contract and its performance private and confidential and shall not disclose such information to third parties or otherwise make it publicly available except with the written consent of the other Party, except where required by law or where such information is by its nature public. In the event of non-compliance with the obligation provided for in this Clause, the Parties undertake to indemnify each other against any loss suffered by it as a result.
   2. The Designer must ensure:

(a) That the information technology used for the collection and transmission of documents, the means of communication used guarantee the protection of the documents against unauthorised access, and, in the case of electronic transmission, that the documents are transmitted via a secure channel or, in the case of transmission via the Internet, are protected by a strong password or use a secure information technology (hereinafter referred to as IT) environment;

(b) That the information will be processed and stored in the Designer's IT infrastructure using IT systems owned by the Designer;

(c) That the electronic (digital) exchange of information relating to the subject-matter of the Contract and stored in the Contract shall use a platform for the storage and exchange of information and documents which shall be accessible only to authorised users;

(d) That access to the document storage and exchange platform will be limited to natural persons who will be involved in the performance of the Contract. The user account of the document storage and exchange platform shall be linked to the natural person's work e-mail address;

(e) That its personnel involved in the performance of the Contract do not use their own private IT tools, applications, systems and other IT resources, such as private e-mail accounts, in the performance of their obligations under the Contract;

(f) That it informs the Customer immediately in the event of any unauthorised disclosure, loss or theft of information relating to the Contract, and shall take reasonable steps to investigate the event (including ascertaining the facts relating to the event and gathering information);

(g) That it destroys any written, digital or any other technically recorded confidential information in the possession of the Designer, its employees, external experts, authorised representatives, subcontractors or their employees, including reproducible information, no later than 5 (five) business days from the date of receipt of a request by the Customer. The Designer shall confirm in writing to the Customer the fact of destruction of the relevant information. Confidential information shall be destroyed in such a way as to eliminate the possibility of obtaining or reproducing confidential information from the relevant source. The Designer is not obliged to destroy confidential information, the preservation of which must be ensured in accordance with the requirements of regulatory enactments;

* 1. The Parties hereby agree to keep confidential the terms and conditions of the Contract, all documentation and direct or indirect information which the Parties receive or learn from each other in the performance of the Contract and not to disclose to any third party any information thereon without the prior written consent of the other Party, except where required by the legislation of the Republic of Lithuania.
  2. It shall not be a violation of this obligation to publicly disclose information about the Customer if the Customer is in violation of payment terms and to disclose information about the Designer if the Designer is in violation of the Contract, including but not limited to the terms of provision of the Services.
  3. The confidentiality obligation shall enter into force on the date of its signature and shall remain in force for a period of 10 (ten) years after the end of the Contract. If the Contract relates to national security or an item of strategic importance to the Customer or the LTG Group, the confidentiality obligation shall continue indefinitely.
  4. The Designer shall pay to the Customer a penalty of EUR 5,000.00 (five thousand euros, 00 ct.) in respect of the unauthorised use, loss or disclosure of any confidential information and shall indemnify the Customer against any reasonable losses incurred by the Customer to the extent that they are not covered by such penalty.
  5. Upon the Customer's written request, the Designer shall return to the Customer all documentation received during the performance of the Contract (without the right to retain copies) and shall destroy all information, documents and other data, insofar as it is not contrary to the mandatory requirements of law.
  6. Depending on the nature and scope of the confidential information, the Customer shall have the right to require a separate non-disclosure agreement, which shall be concluded together with the Contract and shall be considered an integral part thereof. If the scope, nature or significance of the confidential information and/or the fact of its transfer or use has only become apparent during the performance of the Contract and the Customer determines that a separate non-disclosure agreement is necessary, a non-disclosure agreement shall be signed after the signing of the Contract, but at the latest prior to the disclosure of the confidential information, and shall be made part of the Contract.

1. EMPLOYEES AND EQUIPMENT
   1. The Designer shall submit requests for the appointment of any specialist not specified in the Designer's proposal to the Customer's Project Manager for written approval in a timely manner;
   2. The Designer shall take all measures to ensure adequate administration, secretarial and translation services and to provide its employees with the means to enable them to carry out their specific duties efficiently;
   3. The Designer shall not be entitled to change the key specialists (i.e. those specified in its proposal) without the consent of the Customer. The Designer may propose a modification in the following cases:
      1. Death, illness or accident of the specialist;
      2. Occurrence or appearance of a conflict of interest;
      3. If it becomes necessary to replace the specialist for any other reason beyond the control of the Designer (e.g. resignation, change in the nature of work, etc.).
   4. If the Designer proposes to replace a specialist, the Designer shall justify in writing the necessity of such replacement and obtain the Customer's written approval of the new replacement;
   5. During the course of the Project, the Customer may, upon written and reasoned request, request a change, the appointment of an additional specialist if it considers that any of the Designer's specialists are unsuitable or fail to perform their duties under the Contract or refuse or are unavailable to work at the time stated in their declaration, or otherwise by their acts or omissions are interfering with the proper performance of the Services, or if it is necessary to appoint additional specialists to perform the Contract;
   6. When replacing a key specialist (as identified in the tender), the person replacing the key specialist must meet the qualification requirements set out in the Procurement Documents and/or the criteria for the economic evaluation of tenders i.e. (1) if the replacement is for a specialist whose qualifications were below the maximum threshold of the cost-effectiveness criteria, then the new specialist must be at least as qualified as the replacement; (2) if the replacement is for a specialist whose qualifications were at or above the maximum threshold of the cost-effectiveness criteria, then the new specialist must be at least as qualified as the maximum threshold of the cost-effectiveness criteria. The specialist or Subcontractor used must have equivalent or greater experience and competences in relation to the qualification requirements and/or the criteria for the economic evaluation of tenders met by the specialist replaced. If the Designer fails to find a suitably qualified and/or experienced specialist, this shall be considered a material violation of the terms and conditions of the Contract and the Customer shall be entitled to unilaterally terminate the Contract;
   7. Any additional costs associated with the replacement of specialists shall be the responsibility of the Designer. Where a specialist is not replaced immediately and a period of time elapses before the new specialist takes over his/her functions, the Designer must appoint a temporary specialist until the arrival of the new specialist, or take other measures to compensate for the temporary absence of the missing specialist;
   8. The change of the Design specialist shall be formalised by an order of the Project Manager of the Desginer.

1. WORKING HOURS AND HOLIDAYS
   1. The annual leave of the Designer's key specialists providing the Services during the term of the Contract shall be coordinated in writing with the Customer;
   2. The Designer shall take into account public holidays, days of rest and religious or other observances celebrated at the location of the Services.
2. VALIDITY OF THE CONTRACT
   1. The Contract shall be deemed to have been concluded upon signature of the terms of the Contract by the authorised representatives of the Parties and upon fulfilment of the conditions set out in the Special Terms and Conditions of the Contract;
   2. Unless otherwise provided in the Special Terms and Conditions of the Contract, the Contract shall enter into force at the time of conclusion of the Contract and shall remain in full force and effect until the obligations of the Parties under the Contract have been fulfilled in full, unless terminated on the grounds specified in the Contract. Upon termination or expiration of the Contract, the provisions of this Contract relating to after-sales service, payment of forfeiture and damages accrued prior to termination, liability and settlements between the Parties under this Contract, as well as all other provisions of this Contract which are expressly stated to survive termination of this Contract or which are required to survive termination of the Contract in order to give effect to the Contract in full.
   3. If any provision of this Contract becomes or is held to be invalid in whole or in part, the validity of the remaining provisions of the Contract shall not be affected;
   4. The invalidity of any provision or contradiction with the laws of the Republic of Lithuania or other normative legal acts in this Contract shall not exempt the Parties from the fulfilment of the obligations assumed. In this case, such a provision must be replaced by one that complies with the legal requirements and is as close as possible to the purpose of the Contract and its other provisions;
   5. Upon termination or expiration of the Contract, the provisions of the Contract relating to liability and settlements shall survive termination and expiration of the Contract, as well as any other provisions of the Contract which are expressly stated to survive termination of the Contract, or to be required to survive the Contract in order to ensure full performance of it.
3. AMENDMENTS TO THE CONTRACT
   1. The Contract may be amended during its term by agreement of the Parties in accordance with the terms and conditions set out in the Contract, provided that any such amendment, irrespective of its monetary value, has been formulated in advance in the Contract in a clear and precise manner, including the specific circumstances and scope of the amendment. For the sake of legal clarity, it is hereby established that the amendment of the terms and conditions of the Contract in accordance with the rules expressly laid down and made public in advance in the Contract shall not be considered as an amendment of the Contract, but shall be attributed to the performance of the Contract in accordance with its terms. In other cases, the Contract may be amended by written agreement of the Parties only in accordance with the procedure laid down in Article 89 of the LoPP or Article 97 of the LoP.
   2. In accordance with the legislation referred to in Clause 20.1 of the General Terms and Conditions of the Contract, the Customer may, if necessary, procure under the Contract services not provided for in the Contract and not included in the Contract and/ or related to the subject-matter of the Contract in Table 2 of Annex 5 to the Contract "Tender Prices and Rate Tables" (hereinafter referred to as the **additional services**), the total value of which during the entire term of the Contract shall be up to 10 percent of the maximum Contract Price, excluding VAT, or may refuse to purchase some of the services provided for under the Contract. Waived Services shall mean services that were foreseen in the Contract, but in the course of the implementation of the Contract it has become apparent that it is not appropriate to carry out this type of service. The amount of the additional services included in the Contract Price and the total value of the Services, including the additional services, shall not exceed the maximum Contract Price. Services exceeding this limit can only be purchased by making amendments to the Agreement on basics provided by Article 97 of the LoP.
      1. Payment for additional services (other than the services set out in Table 2 of Annex 5 to the Contract) shall be made at the prevailing prices for such services at the Service Provider's point of sale, catalogue or website on the date of the Order, or, in the case of unpublished prices, at the Service Provider's quoted, competitive and market-conforming prices. The Service Provider shall not be entitled to provide additional services without the written consent of the Customer. Upon receipt of the quotations for the additional services submitted by the Service Provider (commercial offer), the Customer shall carry out a market price study (telephone and/or written survey and/or internet search, etc.) to assess whether the prices for the unforeseen services submitted by the Service Provider correspond to the market. The services set out in Table 2 of Annex 5 to the Contract shall be paid for in accordance with the rates set out in the quotation submitted by the Service Provider at the time of Procurement. If the Service Provider's proposed prices for additional services are found to be above market prices, the Customer shall request the Service Provider to reduce them. Only after an objective assessment and with supporting documentation that the prices of the additional services provided by the Service Provider are in line with market prices, may they be purchased with the Customer's written (e-mail) consent.
      2. All provisions of the Contract shall apply to the quality, transfer and liability of the Service Provider for additional services. If the quality requirements are not laid down in the Contract or in legislation, the quality shall be reasonable and not below average, taking objectively into account the nature, specificity and scope of use of the unforeseen services, subject to the prior agreement in writing (by e-mail) of the unforeseen services quality requirements with the Customer.
   3. Changes to the scope of the Services may be made in the following cases:
      1. Due to the reasonable requirements of third parties in relation to the performance of the Services in relation to the property of third parties (engineering networks (water mains, gas mains, electricity, telecommunications, energy and/or other networks), transport communication managers, etc.);
      2. Where, in the course of the design process, the chosen solutions have led to an additional need for, or no longer require, a building permit;
      3. Where, during the performance of the Contract, as a result of legal regulation (including changes in legislation during the performance of the Contract) or of the Customer's choice of appropriate solutions for the preparation of the Project, a scope of services not foreseen in advance in the Contract or the Annexes thereto has to be carried out, which is necessary in order to ensure the proper performance of the Contract, or where there is no longer a need for the performance of certain Services (e.g., parts of the working draft, etc.).
      4. The advisability of abandoning or reducing the scope of an individual Service on the grounds that the Services or part of the Services have become unnecessary for the Customer, or that, during the performance of the Contract, it has become apparent that it is no longer appropriate/necessary to carry out the performance of such Services or part of the Services (e.g., there is no longer a need to carry out certain parts of the work project, etc.);
      5. If, in order to perform the Contract and/ or where required by law, it is necessary to change the order in which the Services are to be provided, i.e. to reallocate existing Services between phases (e.g. by expanding the scope of the design proposals, or by abolishing the Detailed Design phase because it is no longer required, by combining several phases into a single phase, etc.);
      6. The necessity (expediency) to modify the solutions of the Project due to the implementation of other projects directly related to the proposed Structure;
      7. Other material circumstances where failure to modify the scope of the Services would pose a real threat to the proper performance of the contract.
   4. The value of the individual Services to be waived and the value of the additional Services to be purchased (in lieu of the waived Services) shall not exceed 10 (ten) percent of the original Contract value, and the aggregate value of the individual amendments shall not exceed 20 (twenty) percent of the original Contract value. The replacement value shall be the sum of the Services to be waived and the additional Services to be purchased;
   5. If, in order to perform the Contract, it is necessary to reallocate the existing scope of Services between phases, as provided for in Clause 20.3.5 of the General Terms and Conditions of the Contract, such an amendment to the Contract shall not change the total scope of Services of the Contract (the total price of the Contract shall not be affected), and shall be therefore outside the scope of the maximum value of the amendment provided for in Clause 20.4 of the General Terms and Conditions of the Contract;
   6. If the timely and proper performance of the Contract requires the provision of additional Services which the Designer did not foresee at the time of entering into this Contract, but should and could have foreseen, and which are necessary for the proper performance of this Contract, such Services shall be performed by the Designer at the expense of the Designer's own efforts and resources (whether pecuniary, material, and/or otherwise);
   7. The Parties, being aware that for the proper implementation of the Project during the preparation of the Project and/or the construction of the Structure, it may be necessary to modify or supplement the relevant solutions of the Project, hereby agree that at the direction of the Customer, the Designer undertakes to carry out, without unreasonable delay, the minor amendments and supplements to the Project, which shall be considered as a part of the Design Services, and such changes are made free of charge;
   8. Material modifications to the Project solutions shall be deemed to be any modifications to any part of the Project solutions already prepared and approved by the Customer, which could change or alter the solutions determining the location of the Structure on the land plot (territory), the purpose of the Structure or its parts, the appearance of the Structure, the load-bearing structures of the Structure and their arrangement, the external dimensions of the building (height, length, width, etc.), the number of real estate cadastral objects (buildings and premises) and the implementation of special architectural requirements, special requirements for the management and protection of the protected area, special requirements for the protection of the heritage), any modifications that would require a repetition of the procedures of the public hearing, the coordination of the Project phase or the obtaining of a new building permit. Material modifications shall always be deemed to be significant visual changes to the Architectural Concept and modifications that require recalculations of the capacity of the Structures, engineering systems, repetition of the Design examination, and other substantial modifications to the Project, as defined by the applicable laws in force. In all cases, material modifications shall not be deemed to be amendments resulting from the need to correct errors in the Project, which will have to be corrected by the Designer free of charge;
   9. The necessity of additional services and, if necessary, the services to be waived, must be documented and agreed upon in writing by the Parties. The Party seeking to modify the scope of services shall submit a reasoned proposal on the necessity of the additional services and, if necessary, on the services to be withdrawn, together with supporting documentation;
   10. The price of Services which are necessary for the performance of the Contract and which the Designer did not and could not foresee at the time of the conclusion of the Contract and the price of the Services to be waived shall be determined by applying the methods set out below in order of priority, i.e., only if the method above cannot be used, the method below may be used:
       1. By applying the rates for the Services set out in the Designer's tender;
       2. The price shall be determined on the basis of the Designer's reasonable wage costs plus a profit margin of 5% (five percent) (the Designer must provide all documents supporting the reasonable wage costs / the Customer shall have the right to request additional supporting documents if the Customer deems the documents provided insufficient). In the event that the Customer does not agree with the reasonable wage costs provided by the Designer, the relevant price shall be determined through a market survey and the receipt of at least 3 commercial offers. The Customer shall have the right to designate a person of its choice to whom the Designer shall submit the survey documents for the submission of the commercial offer. The replacement value shall be determined by the lowest price offer.
   11. The Parties agreeing on additional and/or waived services shall formalise the additional and/or waived services and specify the names of the additional and/or waived services as well as the arguments justifying the necessity of the additional and/or waived services, the technical solutions (e.g., commission deed, drawings, etc.), the justification for the pricing and the calculation of the price (in accordance with the provisions of this Contract), and other relevant information. Revision of the Contract Price and/or additional services shall be the subject of an agreement forming an integral part of the Contract;
   12. Amendments to the Contract shall also be possible if the Customer's Project Manager, without changing the purpose, subject-matter, scope, terms and price of the Contract, has the right to substitute one element of the Service with another, or to supplement it with a corresponding reduction in the size of another element, or to modify the specified sequence or method (in this case, the Designer shall be obliged to provide the Services in accordance with the Customer's Project Manager's Instructions), by means of a written Instruction.

1. VIOLATION OF CONTRACT
   1. A violation of the Contract is any failure or improper performance of the obligations under the Contract;
   2. In the event of a violation of the Contract by one of the Parties to the Contract, the aggrieved Party shall have the right:
      1. To require the other Party to fulfil its contractual obligations;
      2. To claim damages;
      3. To claim forfeiture or other compensation;
      4. To make use of the performance security;
      5. To unilaterally terminate the Contract in the cases and according to the procedures set out in the Contract;
      6. To apply other remedies provided for by the legislation of the Republic of Lithuania;
2. TERMINATION OF CONTRACT
   1. The Contract may be terminated by written agreement of the Parties or at the will of either Party. The Contract shall specify the reasons for termination of the Contract, the date of termination, and shall agree on payment for Services rendered and accepted prior to the termination of the Contract, as well as the application of liability provisions;
   2. The Designer shall have the right to unilaterally terminate the Contract by giving the Customer not less than 10 (ten) days' written notice in the following cases:
      1. Where the Customer unreasonably fails to pay the Designer and the Customer's interest on arrears exceed 20 (twenty) percent of the Contract Price excluding VAT, if applicable to the Contract;
      2. The Customer's failure to perform its obligations under the Contract constitutes a material violation of the Contract which the Customer fails to remedy within a reasonable period of time set by the Designer;
      3. When the Customer goes bankrupt or is wound up, suspends its business activities, or a similar situation arises in accordance with other legal provisions;
      4. In other cases specified in the Contract;
      5. Where the Customer is unreasonably late in paying the Designer for services accepted for more than 4 (four) months.
   3. The Customer shall have the right to unilaterally terminate the Contract by giving the Designer at least 10 (ten) days' written notice in the following cases:
      1. When the Designer is initiated (a petition for bankruptcy or restructuring proceedings is filed) or when bankruptcy or restructuring proceedings are instituted against the Designer, or the Designer becomes insolvent within the meaning of the Republic of Lithuania Law on Insolvency of Legal Persons, or becomes incapable of fulfilling its contractual obligations, and, at the request of the Customer, does not provide any credible evidence of the possibility of the fulfilment of these obligations in the future, or the Designer is being wound up or has suspended its business activities, or in the case of a situation similar to this one, as stipulated by other legal acts;
      2. Where the Designer enters into a subcontracting agreement without informing the Customer and obtaining its consent;
      3. Where the Designer unreasonably fails to pay forfeiture to the Customer and the Designer's interest on arrears exceed 20 (twenty) percent of the Contract Price, exclusive of VAT, if applicable to the Contract;
      4. The Designer, despite the Customer's urging, fails to commence the performance of the obligations and/or Services (Service phases) provided for in the Contract in a timely manner and/or performs the Services (Service phases) in such a slow manner as to make it impracticable for the Designer to complete them by the expiry of the deadlines set out in the Schedules of the Service Delivery;
      5. The withdrawal of the Designer's certificate, permit or any other relevant document necessary for the performance of the obligations under the Contract;
      6. The Project (part thereof) Manager's certification necessary for the performance of his/her functions is revoked, and a suitably qualified and duly certified Project (part thereof) Manager is not appointed within 5 (five) business days of the date of revocation of such certification;
      7. The Designer (and/or its manager, and/or its accountant, or any other person authorised to draw up and sign the Designer's accounting documents) has been found guilty by a court decision of an infringement relating to the Designer's professional activities;
      8. The Designer (natural person) or the manager of the Designer (legal entity) or the full member(s) of the partnership, who is (are) entitled to enter into a transaction on behalf of the legal entity, and the accountant(s) or any other person(s) who is (are) entitled to draw up and sign the Designer's accounting documents, have been found guilty of participating in, organising or directing a criminal association by a final court conviction for swindling, swindling of an intermediary, bribery, fraud, use of a credit, loan or special purpose grant for a purpose other than that for which it was intended or in accordance with the procedure laid down, credit fraud, non-payment of taxes, misrepresentation of income, profits or assets, or failure to submit a declaration, statement, report or other document, acquisition or realisation of criminal assets, money laundering, and, in the case of Designers from other countries, where a conviction has been handed down and has become final for the offences defined in Article 57(1) of Directive 2014/24/EC of the European Parliament and of the Council of 26 February 2014, as referred to in the European Union legislation. Also when the Designer (legal entity or natural person) has been convicted by a final judgement of conviction for criminal offences against ownership, property rights and property interests, intellectual or industrial property, the economy and business order, the financial system, the civil service and public interests;
      9. The Designer's acts/omissions are incompatible with the ethical conduct of its profession in the context of another procurement procedure or grant award procedure financed by the EU budget, it has been declared that the Designer has violated the Contract by failing to comply with its contractual obligations.
      10. The Designer fails to provide/exercise the required insurances, warranties, guarantees, or if the person giving the guarantee is incapable of honouring his/her obligations, or if these documents expire;
      11. When the qualifications of the specialists performing the Contract are found to be lower than those for which the Designer has been awarded a value for money score;
      12. When the Designer fails to meet the deadlines for the provision of the Services specified in the Schedule, for which the Designer has been awarded a cost-effectiveness criterion points;
      13. When the Designer fails to fulfil its other contractual obligations and this constitutes a material violation of the Contract;
      14. When the Government of the Republic of Lithuania, in accordance with the procedure established by the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, adopts a decision confirming that the Contract is not in the interests of national security;
      15. Where it appears that the Designer should have been excluded from the procurement procedure by applying, mutatis mutandis, Article 46(1) of the LoPP, in conjunction with Article 59(1) of the LoP;
      16. Where the Contract has been amended in violation of Article 97 of the LoP;
      17. When it became clear that the Designer should not have been awarded the Contract due to the Court of Justice of the European Union, in proceedings under Article 258 of the Treaty on the Functioning of the European Union, declaring a failure to comply with the obligations under the founding Treaties of the European Union and Directive 2014/25/EU[[3]](#footnote-4);
      18. In case of changes in the organisational structure of the Designer, such as its legal status, nature or management structure, which may affect the proper performance of the Contract;
      19. If the Designer fails to provide, within the term specified by the Customer, supporting documents concerning the compliance of the Designer, the subcontractors it has used or intends to use, the economic operators whose capacities are relied upon, and/or the proposed goods (including their components), services with the provisions of Article 45(21) of the LoPP, or Article 58(41) of the LoP;

22.3.20. if any of the grounds referred to in Article 90 of the LoPP or Article 98 of the LoP (with the exception of Article 90(1)(2) and (4) of the LoPP, or Article 98(1)(2) and (4) of the LoP, which shall be considered as the grounds for rejection, if such grounds were applicable at the time of the Procurement), or of the grounds for termination of the Contract set out in the Civil Code of the Republic of Lithuania or any other legal act, occurs;

22.3.21. Where the Designer is unreasonably delayed in signing the Contract for more than 10 (ten) business days.

* 1. In other cases provided for in the Contract. The Customer shall have the right to unilaterally terminate the Contract by giving the Designer not less than 30 (thirty) days' written notice in the following cases:
     1. When the Customer decides not to develop and construct the Structure. The Customer may exercise the right provided for in this Clause only when it has paid the Designer in full for the Services provided by the Designer;
     2. Where, for any reason, financial support from the EU, other funds or the State budget for the implementation of the Contract is not available, is suspended or is threatened for any other objective reason. In such a case, the Customer shall be obliged to compensate the Designer for the Services actually rendered in accordance with the Contract, but shall not be obliged to indemnify the Designer for any possible losses resulting from such termination of the Contract (loss of income, etc.);
     3. In the event of changes in legislation relating to the object of the Contract, the performance of the Contract, or the activities of the Customer for which the Contract was concluded, and the Customer decides to terminate the Contract as a result of such changes;
     4. When the Customer receives an instruction/recommendation to terminate the Contract from the authorities involved in procurement management;
     5. **After the completion of Stage III, which includes the preparation, coordination, approval, public publication of design proposals, and obtaining the construction permits, if the Client decides not to proceed with Stages IV, V, and VI, the Client must compensate the Designer for the Services actually provided in accordance with the Agreement up to the point of termination. However, the Client is not obliged to compensate for any potential losses due to such termination of the Agreement (lost income, etc.). If the Designer, have prepared the design proposals and obtained the construction permit, but does not prepare the Master Detailed Technical design themselves, they must confirm in writing that they agree with the Master Detailed Technical Design to be prepared by another designer, ensuring that their solutions are maintained in accordance with the procedure established by the Construction Technical Regulation STR 1.04.04:2017 "Building Design, Project Expertise.**
  2. The Customer shall immediately unilaterally terminate the Contract by notifying the Service Provider in writing when the Government of the Republic of Lithuania, in accordance with the procedure established by the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, adopts a decision confirming that the Contract is not in accordance with the interests of the national security, or when, in accordance with the procedures set out in this law, the Recommendations of the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security on measures necessary to safeguard national security interests in relation to the protection of objects of national security importance are provided. Such a Contract shall be considered illegal and null and void and the moment of nullity of the Contract shall be determined in accordance with the aforementioned law;
  3. The Contract shall be deemed unlawful and void if it is established that the performance of the Contract is contrary to mandatory international sanctions implemented in the Republic of Lithuania as defined in the Law on Implementation of Economic and Other International Sanctions and other international, European Union and Republic of Lithuania legislation (at least one of the applicable sanctions). The moment of nullity of the Contract shall be determined in accordance with the above-mentioned law;
  4. The Customer shall immediately unilaterally terminate the Contract or suspend the Contract for the period of implementation of mandatory international sanctions, as defined in the Law on Implementation of Economic and Other International Sanctions and other international, European Union and Republic of Lithuania legislation, by notifying the Service Provider in writing if the Contract has entered into force prior to the establishment of the implementation of such international sanctions in the Republic of Lithuania. It shall be prohibited to assume new obligations under the Contract, the performance of which would be contrary to international sanctions implemented in the Republic of Lithuania;
  5. In the event that the Contract is terminated or deemed null and void in accordance with Clauses 22.5 to 22.7 of the General Terms and Conditions of the Contract, the Customer shall pay to the Designer a portion of the price proportionate to the Services provided, but other costs incurred by the Designer shall not be refunded;
  6. If the Contract is terminated at the initiative of the Customer due to the fault of the Designer, the losses or expenses incurred by the Customer, as well as the forfeiture, may be unilaterally deducted from the amounts payable to the Designer and/or by means of the performance security provided by the Designer;
  7. If the Contract is terminated at the Customer's initiative due to the fault of the Designer, the Designer shall have to indemnify the Customer for all losses incurred, including, but not limited to, the difference in prices resulting from the Customer's purchase of the Services from third parties;
  8. The Customer shall confirm the value of the Services provided as soon as possible after termination of the Contract. In the event of termination of the Contract, the Customer shall pay the Designer only for the Services duly provided by the Designer prior to termination of the Contract. The Designer shall prepare a report on the value of the Services provided by the Designer to the Customer on the date of termination;
  9. Termination of the Contract shall not extinguish the Customer's right to claim compensation for any damages resulting from non-performance of the Contract and forfeiture;
  10. Termination of the Contract shall not exempt the Parties from the payment of forfeiture accrued prior to termination;
  11. Termination of the Contract shall not affect the validity of the terms and conditions of the Contract setting out the dispute settlement procedures and the other terms and conditions of the Contract to the extent that those terms and conditions, by their very nature, continue to apply after termination;
  12. Where the Contract is terminated, the Designer may demand the return to it of everything it has given to the Customer in the performance of the Contract, provided that it at the same time returns to the Customer everything it has received from the latter. Where restitution in kind is impossible or unacceptable because of a change in the subject-matter of the Contract, restitution shall be made on the basis of the monetary value of what has been received, provided that such restitution is in accordance with the principles of reasonableness, good faith and fairness. If the performance of the Contract is continuous and partial, only what has been received after the termination of the Contract may be claimed back. Restitution shall not affect the rights and obligations of third parties acting in good faith;
  13. The Contract may also be terminated in cases and according to procedures other than those set out in this Contract and provided for in the Civil Code.

1. INSPECTIONS AND AUDITS CARRIED OUT BY EU INSTITUTIONS (*if applicable*)
   1. The *Designer* undertakes to authorise the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the European Climate, Infrastructure and Environment Executive Agency (CINEA) or any other independent persons mandated to act on behalf of the European Commission institutions, as well as other national authorities (National Audit Office, Central Project Management Agency, etc.) and the Rail Baltica project coordination company RB Rail AS to verify the implementation of the Contract, including on-the-spot inspections, and to allow, if necessary, a full audit of the supporting documents, accounting records and any other documents relating to the financing of the Contract. Such inspections and audits may take place during the performance of the Contract and within a period of 5 (five) years from the completion of the European Union funding contract under which the Contract has been awarded, subject to prior written notice or, in the case of an unexpected inspection or audit, without prior notice. In addition, the *Designer* undertakes to authorise on-the-spot inspections in accordance with the procedures laid down in European Union and national legislation for the protection of the European Union's interests against fraud and other irregularities;
   2. In addition, the *Designer* undertakes to authorise on-the-spot inspections in accordance with the procedures laid down in European Union and national legislation for the protection of the European Union's interests against fraud and other irregularities;
   3. To this end, the *Designer* undertakes to submit to the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the European Court of Auditors, the European Climate, Infrastructure and Environment Executive Agency, other national authorities (National Audit Office, Central Project Management Agency, etc.) and the representatives or employees of RB Rail AS, the coordinating company of the Rail Baltica project, shall have access to the sites where the Contract is being executed, including its information systems and all documents and databases relating to the technical and financial management of the project, shall be allowed to copy information and documents relating to the execution of the Contract in due observance of confidentiality, and shall be given every opportunity of facilitating the execution of their work. When granting access to representatives or employees of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Infrastructure and Environment Executive Agency, other national authorities (the National Audit Office, the Central Project Management Agency, etc.), and the coordinating company of the Rail Baltica project RB Rail AS, the confidentiality of the information provided to the representatives or employees of the Rail Baltica project in relation to the third parties is subject to their confidentiality requirements and is not in contradiction with the obligations of any applicable law. All documents shall be stored and accessible in such a way as to facilitate their inspection and the *Designer* shall inform the Customer of their exact location;
   4. The Designer must ensure that any subcontractor will also allow the inspections provided for in this Clause to be carried out under the conditions set out in this Clause.
2. *FORCE MAJEURE* AND STATE ACTION
   1. Concerning the application of force majeure:
      1. During the term of the Contract, a Party may be exempted, in whole or in part, from the performance of its contractual obligations and from its civil liability (consequences) if it proves that the failure to perform the Contract, in whole or in part, is due to a case of force majeure;
      2. The Parties shall understand the circumstances of force majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and the Resolution of the Government of the Republic of Lithuania of 15 July 1996 No. 840 "On Exemption from Liability in the Event of Force Majeure Circumstances". Force majeure shall be determined on a case-by-case basis, and the Party claiming force majeure shall be required to prove that the force majeure actually has a direct impact on the performance of the Contract, and to prove the totality of all of the following conditions:
         1. The circumstances on which the Party relies did not exist at the time of the conclusion of the contract and could not have been reasonably foreseen;
         2. The circumstances make it objectively impossible to perform the Contract;
         3. Those circumstances were beyond the control of the Party that failed to perform the Contract and could not have been controlled or prevented;
         4. The Party has not assumed the risk of those circumstances or their consequences.
      3. The Party requesting to be fully or partially relieved of its contractual obligations and/or contractual civil liability on the grounds of force majeure must notify the other Party in writing without delay, but no later than 5 (five) calendar days after the occurrence or manifestation of any such circumstance/obstacle hindering the proper performance of the Contract, by submitting the following:
         1. Objective and detailed evidence and written explanations of the unforeseen circumstances/obstacles that have arisen and their impact on, and risks to, the proper performance of the Party's contractual obligations, and that it has taken all reasonable precautions and has made every effort to minimize the costs or possible adverse consequences to the proper performance of the Contract;
         2. A provisional deadline for the fulfilment of the obligations, provided that the circumstances preventing the fulfilment of the Contract are temporary.
      4. In the event of force majeure lasting more than 3 (three) months, either Party shall have the right to unilaterally terminate this Contract by giving the other Party 5 (five) calendar days' written notice;
      5. In the case of a combination of the above-mentioned conditions, but where the force majeure circumstance exists temporarily, the Party shall only be relieved of its liability for a period of time which is reasonable having regard to the impact of the circumstance on the performance of the Contract. Upon the cessation of any of the above-mentioned conditions, the status of force majeure shall cease to apply to the Parties to the Contract and the obligations of the Parties under the Contract shall automatically apply. In any event, the Party which has been wholly or partially exempted from the performance of its contractual obligations and from civil liability (consequences) for non-performance/improper performance of the Contract shall, upon the cessation of at least one of the above-mentioned conditions, be obliged to inform the other Party in writing immediately;
      6. The Parties are aware that force majeure does not include circumstances where contractual obligations cannot be fulfilled because of a shortage of goods on the market, a shortage of funds, or violations of obligations by the Party's contractors;
      7. The Parties are aware that, for the purposes of establishing the existence of force majeure, a certificate issued by the Chamber of Commerce and Industry does not in itself produce substantive legal effects, since the existence of force majeure, and not the fact that the certificate was issued, is the basis for exempting the contractor from civil liability in the event of violation of contract. A certificate attesting to force majeure has only a procedural legal value, as it can only be considered as evidence in civil proceedings concerning the performance of contractual obligations or the application of civil liability. A certificate of force majeure, to the extent that it contains a legal assessment of certain circumstances, does not constitute prima facie evidence within the meaning of Article 197 of the CCP, since the legal assessment of the facts is a matter for the court's own prerogative and the court is not bound by the legal assessment and classification of other persons;
      8. The provisions of this Contract concerning the application of force majeure shall not exclude the right of the other Party to terminate the Contract or to suspend its performance and/or to claim forfeiture and damages;
      9. The grounds for exempting a Party from liability shall arise from the moment of the occurrence of the force majeure event or, in the case of failure to give timely notice, from the moment of the giving of notice. If a Party fails to notify the other Party of the occurrence of a force majeure circumstance and its impact on the performance of the Contract within the prescribed term, it shall be liable to indemnify for all direct damages resulting from the non-performance/improper performance;
      10. In the event of force majeure, the term for the provision of the Services shall be extended for a period commencing from the point in time described in Clause 24.1.9 of the General Terms and Conditions of the Contract and ending with the cessation of the force majeure event.
   2. Concerning the exclusion or partial exclusion of State action as a basis for the exclusion or partial exclusion of civil liability in the case of COVID-19:
      1. During the term of the Contract, a Party may be wholly or partially exempted from liability for non-performance of the Contract as a result of compulsory and unforeseeable actions (acts) of the public authorities arising from the coronavirus (COVID-19), or from strains of the coronavirus (COVID-19), which made it impossible for the Party to perform the obligation, and which the Parties did not have the right to contest (Article 6.253(3) of the CC). The influence of actions (acts) of public authorities on the performance of contractual obligations shall be determined on a case-by-case basis, and the Party relying on this circumstance shall be obliged to prove that (i) the grounds for the waiver of, or the exemption from, the Party's contractual liability, in whole or in part, arise solely as a result of the actions (acts) of the public authorities which in fact have a direct impact on the performance of the Contract, and to show that (ii) the combination of all the conditions set out below applies in each case:
         1. Such actions must be unforeseeable and binding on the Party – the Party could not have foreseen them in advance (at the time of conclusion of the Contract);
         2. The actions (acts) must be such as to make performance of the obligation impossible;
         3. The Party did not have the right to challenge the actions (acts) in a judicial or administrative procedure.
      2. The Party requesting full or partial exemption from liability for non-performance of the Contract due to compulsory and unforeseeable actions (acts) of public authorities arising from the coronavirus (COVID-19) or its strains shall notify the other Party in writing without delay, but not later than 5 (five) calendar days after the moment of occurrence or becoming apparent of any such action impeding the proper performance of the Contract by submitting the following:
         1. Objective and detailed evidence and written explanations of the occurrence of compulsory and unforeseen actions (acts) of public authorities and their effects and risks to the proper performance of the Party's contractual obligations, and that it has taken all reasonable precautions and has made every effort to minimize the costs or possible adverse consequences to the proper performance of the Contract;
         2. A provisional deadline for the fulfilment of the obligations, if the actions (acts) of the State which make it impossible to fulfil the Contract are temporary.
      3. In the event that a Party is prevented from fulfilling its contractual obligations as a result of compulsory and unforeseeable actions (acts) by public authorities due to coronavirus (COVID-19) or its strains for a period of more than 3 (three) months, either Party shall have the right to terminate the present Contract unilaterally, by giving the other Party a 5 (five) calendar days' written notice;
      4. In the case of a combination of the above-mentioned conditions, but where the mandatory and unforeseeable actions (acts) of the public authorities exist on a temporary basis, the Party shall only be exempted from liability for a period of time that is reasonable, taking into account the impact of that circumstance on the performance of the Contract. If at least one of the above-mentioned conditions ceases to exist, the provisions of Article 6.253(3) CC shall no longer apply to the Parties to the Contract and the obligations of the Parties under the Contract shall automatically apply. In any event, the Party that has been fully or partially discharged from the performance of its contractual obligations and from the civil liability (consequences) for non-performance/improper performance of the Contract shall, upon the extinction of at least one of the above-mentioned conditions, be obliged to inform the other Party in writing immediately;
      5. These provisions relating to the application of State actions (acts) shall not exclude the right of the other Party to terminate or suspend the Contract and/or to claim forfeiture and damages;
      6. If a Party fails to give timely notice or complete notification to the other Party in accordance with the procedures set out in the Contract, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notification.
3. DISPUTE SETTLEMENT PROCEDURE
   1. This Contract and all rights and obligations arising out of this Contract shall be governed by the laws of the Republic of Lithuania. The Contract shall be governed by and to be interpreted in accordance with the law of the Republic of Lithuania;
   2. Any disagreements or disputes arising between the Parties in connection with this Contract shall be settled by negotiation. In the event that the Parties are unable to reach an agreement, any disputes, controversies or claims arising out of or in connection with this Contract, its violation, termination or validity, which have not been resolved by agreement between the Parties, shall be settled by the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.
4. **SUSPENSION/EXTENSION OF CONTRACT PERFORMANCE**

26.1 The Contract performance may be suspended in any of the following circumstances:

26.1.1. In case of suspension, reduction, cancellation of the financing of the Customer's project and/or of this Procurement, or a real threat of loss of financing of the object of this Procurement, irrespective of whether the Project is intended to be financed by the Customer's funds, EU funds, other funds, or the State budget, as a result of which the Customer has to deal with the issues of securing financing and/or organise the attraction of additional funds; 26.1.2. Due to circumstances directly affecting the performance of the Contract, which are related to legislation issued by public authorities (if at the time of the Procurement the date of entry into force of such legislation was not clear), the Parties shall take additional steps, whether the Customer has to carry out an additional procurement or issue an additional internal legislation or to hire, or to use from other projects, more staff;

26.1.3. Where works, services and/or goods not foreseen in the Procurement Documents, the need for which has become apparent only after the Contract has commenced and which could not have been foreseen by the Customer in the Procurement Documents and by the Service Provider, as an experienced professional in the field, necessitate a supplementary procurement or an amendment of the Contract, in accordance with the provisions of legislation. The circumstance shall apply if a need arising during the performance of the Contract directly affects the performance of the Contract;

26.1.4. In connection with legal (arbitration) disputes with the Customer or third parties, the subject-matter of which is directly related to the performance of the Contract;

26.1.5. In case of unforeseen circumstances objectively beyond the control of the Parties, which were not known to the Parties at the time of execution of the Procurement, and the elimination of which would reasonably require additional time, decisions, negotiations with the Designer or third parties (e.g., governmental authorities), and/or additional procurements. The circumstance shall only apply if the same circumstance would be encountered by the Parties to the Contract in any event, irrespective of who the Designer is, and such circumstance directly affects the performance of the contractual obligation or the Contract;

26.1.6. The Customer is unable to perform its obligations under the Contract due to objective circumstances and the Designer is therefore unable to perform the Contract;

26.1.7. If the duration of the Project examination exceeds the term set out in the Special Terms and Conditions of the Contract;

26.1.8. The provision of the Service requires additional resources, goods, equipment which were not contemplated in the Procurement Documents and no reasonable, prudent Designer could have foreseen such a need, and the same circumstance would be encountered by any other Designer in the performance of the Contract, and the circumstance directly affects the performance of the Contract.

26.1.9. After the Supplier has received, on a project-by-project basis, positive assessments of the analysis, assessment and management of risks (AsBo) and of the compliance with the requirements of the technical specification of interoperability of the infrastructure subsystem of the railway system (NoBo), as well as a positive conclusion of the expert examination, the procedures for the acquisition of the land of the land plots on which the Structures are to be constructed, have not yet been completed.

26.2. The performance of the Contract may be suspended only during the term of the Contract in accordance with the procedures set out in the Contract:

26.2.1. Upon receipt by the Customer of a written request from the Designer stating the circumstance of suspension (Clause 26.1 of the General Terms and Conditions of the Contract) and the arguments, objective facts and evidence supporting the occurrence of the circumstance and the probable term. The Customer shall have the right to refuse or agree in writing to the suspension of the Contract after having assessed the request. During the term of the Contract (if the Contract is suspended), the Customer shall not be able to confirm the suspension without providing specific arguments, facts supported by evidence;

26.2.2. Upon the Customer informing the Designer in writing and providing the Designer with a reasoned explanation as to what circumstances and for how long it is necessary to suspend the Contract. The Designer shall inform the Customer in writing within 1 (one) business day at the latest and confirm its acceptance of the suspension. The Designer shall have the right to object to the suspension of the Contract only if the Designer is able to remedy, at its own expense and effort, the circumstances giving rise to the need to suspend the Contract.

26.2.3. The Designer shall, upon receipt of the Customer's written notice of suspension, suspend performance of the Contract immediately, but in any event not later than 1 (one) business day after the date on which confirmation is sent to the Customer.

26.3. The suspension shall not exceed the duration of a specific, justified circumstance. The validity of the Contract shall not be extended for the duration of the suspension, but for the period of time which, after the circumstances have ceased to exist, would have been available under the Contract for the fulfilment of the Designer's contractual obligations.

26.4. If the term of the Contract is fixed by a specific date, the term of the Contract may be extended for the period for which the Contract has been suspended, but no additional period of time shall be granted for the fulfilment of the Designer's obligations, i.e., the Designer shall be left with the same period of time for the provision of the Services following the resumption of the performance of the Contract, as it was before the suspension.

26.5. The occurrence of the circumstances and the suspension of the performance of the Contract shall not entitle the Designer to claim additional payment, unless the Contract expressly, clearly and unambiguously provides otherwise.

26.6. The Contract may be suspended for a maximum period of 8 (eight) months during the entire term of the Contract, except in the cases referred to in Clause 26.1.1. and Clause 26.1.9. of the of the General Terms and Conditions of the Contract. On the basis of Clause 26.1.1. of the General Terms and Conditions of the Contract, suspension of the Contract shall be possible for a maximum period of 18 (eighteen) months during the entire term of the Contract. On the basis of Clause 26.1.9. of the General Terms and Conditions of the Contract, suspension of the Contract shall be possible for a maximum period of 12 (twelve) months during the entire term of the Contract. If the circumstances do not cease to exist within the specified standstill period, either Party may unilaterally terminate the Contract by giving 30 (thirty) days' written notice to the other Party. In such case, the Designer's forfeiture shall not apply from the date of sending of the notice until the termination of the Contract, but the Customer shall be liable to pay the Developer for the Services rendered and accepted prior to the termination of the Contract, and the Developer shall be liable to pay to the Customer for the forfeiture and damages, if any, that were accrued against it prior to the termination.

26.7. The Parties shall confirm the suspension of the Contract by written agreement. A written reasoned request for suspension by one Party and the written consent of the other Party shall be deemed to be equivalent to a document confirming suspension of the Contract. In all cases, the suspension agreement or the request for suspension and the consent to suspension shall be signed by the persons responsible for the performance of the Contract authorised by the Parties. Such agreements, requests and consents shall form an integral part of the Contract.

26.8. If a suspension is effected in accordance with the procedures set out in Section 26, such suspension shall be deemed to be a performance of the Contract in accordance with its terms and conditions and shall not be deemed to be an amendment of the Contract. If the suspension is due to circumstances other than those referred to in Section 26 of the General Terms and Conditions of the Contract and/or not in accordance with the procedures set out in this Section, it shall be deemed to be an amendment of the Contract, which may be carried out in accordance with the provisions of the LoPP or the LoP.

26.9. The term for the fulfilment of a contractual obligation (a single Service, phase or other obligation, hereinafter referred to as a Contractual Obligation) may be extended under any of the following objective circumstances beyond the Designer's control, which the Designer could not foresee and assess before concluding the Contract:

26.9.1. Force majeure circumstances;

26.9.2. The necessity/appropriateness of adjusting the design task due to the implementation of other infrastructure projects directly related to the Project, which has a direct impact on the fulfilment of the Contractual Obligation;

26.9.3. The requirements of third parties with regard to the execution of design works related to third parties' assets (utility networks (water supply, gas supply, electricity, telecommunications, energy and/or other networks, communications managers, etc.), which directly affect the performance of the Contractual Obligation;

26.9.4. The necessity/appropriateness to abandon an individual service/individual work or to reduce the scope of design due to the fact that the services or a part of the services have become unnecessary for the Customer and/or that the Customer no longer has sufficient funding and/or for any other reasons related to the desire to rationalize the use of the funds allocated to the Contract;

26.9.5. Due to a change in the construction normative documents or other legal requirements after the issuance of the building permits on the basis of which the services/works are provided.

26.9.6. The need for services not foreseen in the Procurement Documents, the need for which has become apparent only after the commencement of the performance of the Contract and which could not have been foreseen in advance by the Customer's Procurement Documents and by the Designer, as an experienced professional in the field, and which makes it necessary to carry out a supplementary procurement or to amend the Contract, in accordance with the provisions of the legal acts, with a direct impact on the performance of the Contractual Obligation;

26.9.7. The reallocation of the scope of the Services referred to in Clause 20.3.5 of the General Terms and Conditions of the Contract, which has a direct impact on the fulfilment of the Contractual Obligation.

26.9.8. If the Customer, for objective reasons arising during the performance of the Contract, is prevented from fulfilling the obligations expressly set out in the Contract and the Designer is prevented from fulfilling the Contractual Obligation;

26.9.9. Due to circumstances relating to delays by public authorities in carrying out actions relating to the object of the Procurement, to deadlines established by legislation or their internal procedures, or to legislation issued by public authorities temporarily restricting the movement of persons, goods, services or the provision of services, and which has a direct impact on the performance of the Contractual Obligation. The submission of comments or questions which result in an extension of the term set for the public authority to respond or to agree or approve shall not be regarded as late;

26.9.10. If the economic operators related to the Customer, other than the Designer and its related economic operators (subcontractors, operators, partners, other contractors of the Designer), fail to execute the works in due time, fail to deliver the goods, or fail to provide the services, without which the Designer objectively cannot commence or perform the Contractual Obligation.

26.10. The term of the Contractual Obligation may only be extended during the term of the Contractual Obligation in accordance with the procedures set out in the Contract:

26.10.1. Upon receipt by the Customer of a written request from the Designer, together with objective arguments, facts and evidence justifying the extension of the term due to the occurrence of one or more of the above-mentioned circumstances. The Customer shall have the right to refuse or accept the extension of the Contractual Obligation in writing after having assessed the request. Failure to provide the Customer with evidence, calculations, concrete arguments, facts will prevent the Customer from approving the extension of the Contractual Obligation;

26.10.2. After the Customer has informed the Designer in writing and provided the Designer with a reasoned explanation as to what circumstances and for how long it is necessary to extend the term of the Contractual Obligation. The Designer shall inform the Customer in writing no later than within 1 (one) business day and confirm in writing its acceptance of the extension of the Contractual Obligation. The Designer shall have the right to object to the extension of the Contractual Obligation only if the Designer is able to remedy, at its own expense, by its own efforts and with the consent of the Customer, the circumstances giving rise to the need to extend the Contractual Obligation;

26.10.3. The extension of the Contractual Obligation shall be for a period no longer than the duration of the particular circumstance, including the period of time for the provision of the Services by the Designer before the circumstance arises.

26.11. If the extension of a particular Contractual Obligation affects the duration of an individual phase or Contract, the duration of the phase or Contract shall be extended for the same period of time as the Contractual Obligation is being extended, including the duration of the provision of the Services to the Designer before the circumstance arises;

26.12. The extension of the Contractual Obligation shall not entitle the Designer to claim additional payment, unless otherwise expressly, clearly and unambiguously provided in the Contract;

26.13. The term of the Contractual Obligation may be extended for a maximum period of 8 (eight) months during the term of the Contract. If the circumstances do not cease to exist within the specified extension period, either Party may unilaterally terminate the Contract by giving 30 (thirty) days' written notice to the other Party. In such case, the Designer's forfeiture shall not apply from the date of sending of the notice until the termination of the Contract, but the Customer shall be liable to pay the Developer for the Services rendered and accepted prior to the termination of the Contract, and the Developer shall be liable to pay to the Customer for the forfeiture and damages, if any, that were accrued against it prior to the termination.

26.14. The Parties shall confirm the extension of the term of the Contractual Obligation by written agreement, or an equivalent document shall be deemed to be a written reasoned request for the extension of the Contractual Obligation by one of the Parties and the written consent of the other Party. In all cases, the agreement to extend the term of the Contractual Obligation, or the request for extension and the consent to extension, shall be signed by the persons responsible for the performance of the Contract authorised by the Parties. Such agreements or request and consent shall be considered an integral part of the Contract.

26.15. If an extension is made in accordance with the procedures set out in this Section due to the circumstances set out in Clause 26.9 of the General Terms and Conditions of the Contract, such extension shall be deemed to be a continuation of the Contract on the terms and conditions set out in the Contract, and shall not be deemed to constitute an amendment of the Contract. If the extension is due to circumstances other than those set out in Section 26 of the General Terms and Conditions of the Contract and/or not in accordance with the procedures set out in this Section, it shall be deemed to be an amendment of the Contract, which may be carried out in accordance with the provisions of the LoP or of the LoPP.

1. ADVANCE PAYMENT SECURITY *(if applicable)*
   1. The amount of the advance payment security shall be set out in the Special Terms and Conditions of the Contract;
   2. The advance payment may be secured by a first-call bank guarantee/surety bond from an insurance company;
   3. The provisions of Clause 7 of the General Terms and Conditions of the Contract shall apply *mutatis mutandis* to the documents guaranteeing the advance payment.

1. **CORRESPONDENCE**

28.1. The Parties to the Contract shall correspond in Lithuanian (or, if a Party to the Contract is a foreign entity, in Russian or English). All notices, consents and other communications which a Party may give under this Contract shall be deemed to be valid and to have been duly given if personally delivered to the other Party with acknowledgement of receipt, or if sent by registered post, by facsimile transmission, by e-mail (with acknowledgement of receipt), to the addresses or facsimile numbers set out in the Contract, or to the addresses or facsimile numbers otherwise specified by a Party in the notice;

28.2. In the event of a change in a Party's address, bank account details, legal entity or VAT identification number and/or other relevant data that may affect the proper performance of the Contract, such Party shall inform the other Party by giving notice no later than 3 (three) calendar days from the time of such change. If a Party fails to comply with these requirements, it shall not be entitled to a claim or counterclaim if the other Party's actions taken on the basis of the last known data are contrary to the terms of the Contract, or if it has not received any notice sent on the basis of that data. No separate amendment to the Contract shall be made in the event of a change in the particulars of a Party after due notice to the other Party.

1. FINAL PROVISIONS
   1. The Contract shall be concluded in accordance with the public procurement legislation of the Republic of Lithuania and the provisions of other legal acts, and shall be performed in accordance with the terms and conditions and in accordance with the procedures set out in the Contract and in the aforementioned legal acts, except where the relevant public procurement law and the implementing legal acts are not mandatory by virtue of the Customer's status (within the meaning of the requirements of the (public) procurement legislation)). The Parties hereby acknowledge and confirm that the provisions of this Contract are not inconsistent with the provisions of the Terms and Conditions of the Contract;
   2. Neither Party shall have the right to assign all or part of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party, except for:

29.2.1. The cases provided for in Clause 28.4 of the General Terms and Conditions of the Contract;

29.2.2. The assignment of a monetary claim under a factoring agreement with a third party (funder). The Parties hereby agree that the assignment of a pecuniary claim arising under the Contract to a third party (funder) shall not alter the Parties' other mutual rights and obligations under the Contract and the law.

* 1. The Designer hereby confirms that it does not object to the reorganisation, separation, reconstruction or transfer of the Company, its business or any part of it on any other legal basis (including, but not limited to, the contribution of assets, the Company, its business or any part of it to the share capital of third parties) and, if it were to take place:

29.3.1. It will not require any additional security for the fulfilment of its obligations. No additional consents or permits from the Designer shall be required for such cases. If any mandatory requirements of law require such consents or permits to be obtained, the Designer undertakes to issue them promptly, but not later than the term specified in the Customer's request;

29.3.2. Where it is foreseen that the Services set out in this Contract are required by both the Customer and/or the entity which has acquired the Customer's rights and obligations, or a part thereof, pursuant to the Contract, the Designer shall perform the obligations set out in this Contract on an as-needed basis with respect to both the Customer and the entity which has acquired the Customer's rights and obligations, or part thereof, pursuant to the Contract;

29.3.3. If the subject-matter of the Contract is subdivided (or merged into the subject-matter of another similar contract concluded on the same basis of the same procurement), the Contract Price, the quantity/volume of the subject-matter of the Contract, the amount of the Contract performance security, if any, and the other terms and conditions of the Contract shall be divided (or merged) in accordance with the terms of a reorganisation, spin-off, reconstruction or transfer of the company, its activities/business or part of it (if applicable), or on a pro rata basis in accordance with the proportionate share of the liabilities of the new Parties to the Contract;

29.2.4. The obligations under the Contract shall be assumed and the Contract shall continue to be performed by the successor to the rights and obligations of the Customer without modifying the material terms and conditions of the Contract, in accordance with the law applicable to the status of the Customer and/or the economic operator that has acquired the rights and obligations, or part thereof, under the Contract (within the meaning of the requirements of the legislation governing (public) procurement);

29.3.5. The Parties hereby agree and confirm that, subject to the terms and conditions of the Contract and in accordance with the procedures set out in the Contract, a written notice by the Customer and/or the economic operator succeeding to the Customer's rights and obligations, or any part of them, pursuant to the Contract, of the relevant assignment of the Customer's rights and obligations, shall be deemed to constitute a proper and sufficient notice, equivalent to the agreement of the Parties to amend the Contract, and that there shall be no separate amendment to the Contract.

* 1. All other matters not covered by the Contract shall be governed by the laws of the Republic of Lithuania;
  2. The Contract is in the Lithuanian language (in the case of a Contract with a foreign supplier, the Contract shall be in both Lithuanian and English, but due to possible inaccuracies in translations, the Lithuanian language shall prevail) and has been read and understood by the Parties. The authenticity of the Contract shall be authenticated by the signatures of the authorised signatories of each Party on each page of the Contract, or the Contract shall be stapled and signed on the reverse side of the last page of the Contract, or the Contract shall be signed by electronic signature;
  3. This Contract shall consist of the Special Terms and Conditions of the Contract, their Annexes and the General Terms and Conditions of the Contract. In the event that the provisions of the Special Terms and Conditions and/or Annexes to the Contract are inconsistent with the provisions of the General Terms and Conditions of the Contract, the provisions of the Special Terms and Conditions of the Contract and the Annexes to the Special Terms and Conditions of the Contract shall prevail;
  4. The Procurement Documents and clarifications/adjustments thereto, if any, and the tender submitted by the Designer and its clarifications, if any, shall form an integral part of this Contract;
  5. In the event of any inconsistencies or conflicts between the Annexes to the Special Terms and Conditions, the first Annex in the order of precedence set out in the Special Terms and Conditions of the Contract shall prevail;
  6. If the Parties to the Contract modify the provisions of the General Terms and Conditions of the Contract, they shall state so in the Special Terms and Conditions of the Contract;
  7. The Designer shall not take photographs and/or video of the site without the prior consent of the Customer.
  8. The Contractor shall not publish, otherwise distribute, sell or otherwise dispose of any material, including images, photographs and video material, photographed and/or filmed on the site without the consent of the Customer.
  9. The Parties undertake to ensure that all personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation, hereinafter referred to as GDPR), as well as with any other legislation regulating the processing of personal data and the protection thereof. Each Party must inform its employees and other data subjects associated with the Party of the other Party's processing of their personal data in accordance with the requirements of the GDPR and, upon request of the other Party, provide evidence of this. The Party failing to perform or improperly performing its obligations under this Clause shall be liable to indemnify the other Party for damages incurred as a result thereof, including but not limited to fines and/or other pecuniary penalties imposed by public authorities.
  10. If during the performance of the Contract the other Party will process personal data on behalf of the Customer as a data processor, after the signing of the Contract, a data processing agreement shall be concluded without delay, the text of which shall be publicly published on the [website](https://www.litrail.lt/documents/10279/12035606/LTG_duomenu_tvarkymo+susitarimas_tipinis_nuasmenintas.docx/86c85871-9f56-420b-97ec-56bd3843e54c" \t "_blank" \o "https://www.litrail.lt/documents/10279/12035606/ltg_duomenu_tvarkymo+susitarimas_tipinis_nuasmenintas.docx/86c85871-9f56-420b-97ec-56bd3843e54c)[[4]](#footnote-5) of AB Lietuvos geležinkeliai, or, if the need to process the personal data arises after the signing of the Contract, the data processing agreement shall be signed immediately by the Parties, but at the latest before the commencement of the processing of personal data. The data processing agreement shall not allow the Parties to modify the terms and conditions of the Contract and/or alter the economic balance in favour of the Contractor.
  11. If the Customer transfers personal data to the other Party, as an independent data controller, during the performance of the Contract, a data transfer agreement shall be signed immediately after the signing of the Contract, the text of which shall be publicly published on the [website[[5]](#footnote-6)](https://www.litrail.lt/documents/10279/12035620/LTG_duomen%C5%B3%20perdavimo+susitarimas_tipinis_nuasmenintas.docx/38abbcc1-53cf-43ed-bbf0-7af4a85b44b9) of AB Lietuvos geležinkeliai, or, if the need to transfer the personal data becomes apparent after the signing of the Contract, the data transfer agreement shall be signed by the Parties without delay, but no later than before the commencement of the transfer of personal data. The Contract shall not allow the Parties to modify the terms of the Contract and/or alter the economic balance in favour of the Contractor.
  12. In entering into and performing this Contract, the Customer shall process the personal data of the other Party's employees for the purposes of entering into and performing the Contract, for the performance of the Customer's obligations under applicable law, and for any other purposes consistent with the requirements of law.
  13. By entering into the Contract, the Designer hereby confirms that it has read and understood the LTG Group Sanctions Implementation and Control Policy, the Anti-Corruption Policy and the principles set out therein, as published on [www.ltg.lt](http://www.ltg.lt/). The Designer hereby confirms that it complies with the requirements set out in these documents for contractors of the LTG Group and undertakes to comply with the obligations set out therein for contractors of the LTG Group;
  14. The Party failing to perform or improperly performing its obligations under Clause 29 of the General Terms and Conditions of the Contract shall be liable to indemnify the other Party for damages incurred as a result thereof, including, but not limited to, any fines and/or other pecuniary penalties imposed by public authorities.
  15. In the event of changes in the laws and regulations governing the services to be procured, the Designer shall comply with the requirements of the applicable legislation.

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1. [<https://www.teisesakturegistras.lt/portal/lt/legalAct/35e281a0b0c711ec8d9390588bf2de65/asr>](https://www.teisesakturegistras.lt/portal/lt/legalAct/35e281a0b0c711ec8d9390588bf2de65/asr) [↑](#footnote-ref-2)
2. https://www.litrail.lt/documents/10279/11756890/LTG+tiekejo+elgesio+kodeksas.pdf/50ad7ff6-6503-41ec-85a8-b7caf8b56850 [↑](#footnote-ref-3)
3. [Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC](http://vpt.lrv.lt/uploads/vpt/documents/files/2014-25-ES.pdf) [↑](#footnote-ref-4)
4. <https://www.litrail.lt/documents/10279/12035606/LTG_duomenu_tvarkymo+susitarimas_tipinis_nuasmenintas.docx/86c85871-9f56-420b-97ec-56bd3843e54c> [↑](#footnote-ref-5)
5. <https://www.litrail.lt/documents/10279/12035620/LTG_duomen%C5%B3perdavimo+susitarimas_tipinis_nuasmenintas.docx/38abbcc1-53cf-43ed-bbf0-7af4a85b44b9> [↑](#footnote-ref-6)