

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR SERVICES

PERFORMANCE OF WORK

1. General provisions

1.1. The Contract consists of these General Terms and Conditions (hereinafter the *General Terms and Conditions*) and the Special Terms and Conditions (*hereinafter the Special Terms and Conditions*) and their annexes.

1.2. The purpose of the Contract is to regulate the relations, rights, obligations, and responsibilities of the parties in the performance of the Contractor's work.

1.3. In regulating their mutual relations, the parties shall be guided by the Contract and its annexes and, in cases not regulated by the Contract, the Law of Obligations Act, other legislation in force in the Republic of Estonia, and the principle of good faith.

1.4. The representatives of the parties confirm that they have all the rights and sufficient authority to enter into the Contract on behalf of the principal in accordance with the law and that they are not aware of any obstacles to the fulfillment of the obligations under the Contract.

1.5. The terms "Contracting Authority" and "Contractor" shall cover all persons in an employment and service relationship with the Contracting Authority or the Contractor, as the case may be, and all other persons involved by the Contracting Authority or the Contractor in the performance of the Contract.

1.6. The Contractor's representative confirms that he/she has the technical competence and ability to perform the Contract professionally and properly.

2. Object and price of the Contract, delivery, and acceptance of the work

2.1. The works performed by the Contractor are defined in the Contract and the accompanying documents.

2.2. The Contractor shall also be liable for the performance of the works and acts, including ancillary obligations and provision of services, which are not provided for in the Contract but which, by their nature, form part of the works connected with the Contract. Unless otherwise agreed, the latter shall not be remunerated separately, and the Contractor shall perform these works, operations, and services within the time limits and for a fee specified in the Contract.

2.3. The price of the Contract includes, among other things, all costs incurred by the Contractor under the Contract and remuneration for the copyright provided for in the Contract (*assignment of the author's property rights and licensing of personal rights*), as well as all other costs incurred for the performance of works.

2.4. The Contracting Authority shall pay for the duly performed works in accordance with the special terms and conditions of the Contract within 20 days, either after signing the deed of delivery and receipt of the works (hereinafter *deed*) and upon receipt of the invoice receipt of an invoice or, if the special conditions of the Contract do not provide for the signing of the deed, upon receipt of the invoice submitted after the performance of the work or, in the case of a sole proprietor, after the signing of the deed of works by the parties. The Contracting Authority has the right to refuse to accept non-compliant work, indicating the specific reason for the refusal.

2.5. The Contractor shall submit the invoice in a machine-readable form in accordance with the valid e-invoice instructions (<https://www.riigiteataja.ee/akt/123042019008>). The invoice shall indicate the number of the Contract registered in the document register of the Contracting Authority and the authorized representative of the Contracting Authority specified in the Contract.

2.6. The Contractor has the right to prove the validity of the reasons for refusing to accept the works by ordering an expert examination performed by an independent expert acceptable from

both parties. If the refusal to accept the works turns out to be unjustified as a result of the expert examination, the Contracting Authority shall reimburse the Contractor for the costs of the expert examination. Otherwise, the costs of the expert examination shall be borne by the Contractor.

3. Rights and obligations of the Contracting Authority

3.1. The Contracting Authority is entitled:

3.1.1. to require the Contractor to perform the work properly and on time and to deliver it in accordance with the terms of the Contract;

3.1.2. to check the progress of the work and request information on the performance of the work from the Contractor;

3.1.3. if necessary, to turn to a third party for an independent expert assessment of the quality of the work;

3.1.4. to use legal remedies (incl. to cancel the Contract), as well as to demand a contractual penalty in the cases provided for in the Contract, if the Contractor fails to comply with the terms, conditions and costs set out in the Contract, its annexes or other documents attached to the Contract, as well as if the Contractor fails to perform or improperly performs other obligations assumed under the Contract.

3.2. The Contracting Authority is obliged:

3.2.1. to create the conditions necessary for the Contractor to perform the work, provide the data and information necessary for the performance of the work, or arrange access to them;

3.2.2. to review and accept the work submitted by the Contractor if the work has been carried out properly and complies with the description given in the Contract;

3.2.3. in the event of non-compliance with the terms of the Contract, notify the Contractor in writing within the time limit specified in the Contract, together with the time limit laid down for rectifying the defect;

3.2.4. pay the contractor remuneration for the work under the conditions laid down in the Contract.

4. Rights and obligations of the Contractor

4.1. The Contractor is entitled:

4.1.1. to require the Contracting Authority to create the conditions necessary for the performance of the work and to provide data and information or access to them;

4.1.2. to use their working methods and tools when performing work;

4.1.3. to demand the removal of obstacles dependent on the Contracting Authority in the performance of the work;

4.1.4. to receive the contractual fee provided for in the Contract for the work duly performed and accepted by the Contracting Authority.

4.2. The Contractor shall be required to:

4.2.1. to perform the work professionally and properly in accordance with the terms of the Contract and the technical description submitted by the Contracting Authority in the basic documents of the public procurement of the Contracting Authority and to hand over the work to the Contracting Authority or the person indicated by him/her within the term(s) and pursuant to the procedure provided for in the Contract;

4.2.2. to perform the work in accordance with the requirements provided for in the Contract and legislation and to ensure the fulfillment of the obligations arising from the Contract in accordance with good morals;

4.2.3. to perform the work in person or involve a third party in the performance of the work with the consent of the Contracting Authority;

4.2.4. to allow the Contracting Authority to check the progress of the work and, at the request of the Contracting Authority, provide information on the performance of the work;

- 4.2.5. to notify the Contracting Authority immediately of any delay in the performance of the work;
- 4.2.6. in the event of non-compliance of the work with the terms of the Contract, to eliminate the defect in the work at the request of the Contracting Authority or to submit new work in accordance with the terms of the Contract within the term provided by the Contracting Authority;
- 4.2.7. to maintain the confidentiality of any data and information obtained in the course of the work before a third party.

5. Copyright

5.1. The results of any works (materials) and related intellectual property rights created by the Contractor under the Contract or acquired by the Contractor from third parties and accepted and paid by the Contracting Authority under the Contract, including all proprietary rights of the author, shall be transferred to the Contracting Authority in full, and with respect to the author's personal rights in the materials (which are not transferable in nature), the Contractor grants the Contracting Authority as of from the transfer of the materials an irrevocable, non-exclusive license valid for the entire term of the copyright, and the right to sub-license to third parties at his/her discretion (hereinafter collectively referred to as the license). The Contractor shall not be entitled to grant third-party rights similar to those assigned to the Contracting Authority.

5.2. The Contractor confirms that he/she has the right to transfer the monetary rights of the copyright to the Contracting Authority and to grant a license in respect of personal rights, and in the event that a third party makes any claims against the Contracting Authority in respect of those rights, the Contractor shall reimburse the Contracting Authority for any damages and costs.

5.3. If the Contract relates to information technology solutions for the development, modification, or development, the contractor grants to Contracting Authority the right to modify/integrate the software with other programs used by the Contracting Authority at the Contracting Authority's (*modifier/integrator*) own responsibility and the Contractor confirms that he/she is entitled to grant this right to the Contracting Authority, and when the third person makes any claims against the Contracting Authority in respect of those rights, the Contractor shall reimburse the Contracting Authority for all damages and costs arising from such claims.

5.4. If the object of the Contract is the performance of a study or analysis, the Contracting Authority has the right to use the study/analysis (*work*) and other results of the study/analysis in any way, including publishing, distributing, reproducing, presenting, modifying or supplementing it without territorial restrictions, also on a public computer network. The Contracting Authority may also use the work in a way that results in or may result in substantial processing of the work or parts thereof. When publishing or referring to the work or parts thereof, the Contracting Authority undertakes to refer to the Contractor.

5.5. The original methodologies developed during the analysis/study and the anonymized data and other material obtained, compiled, or collected during the study (e.g., questionnaires, drawings, instructions, additional data)

shall be handed over to the Contracting Authority by the Contractor after the works have been performed and they belong to the Contracting Authority. The Contractor may retain copies of the materials and data but may not use them for non-contractual purposes, except for research and teaching, without the prior written consent of the Contracting Authority.

5.6. If a third party prevents the Contracting Authority from exercising its intellectual property rights under the Contract or infringes his/her rights, the Contracting Authority shall inform the Contractor thereof, who shall immediately take all necessary measures to enable the contractual rights to be exercised and to bring the infringement to an end.

5.7. If a claim is made against the Contracting Authority due to copyright infringement during the performance of the work, the Contractor shall be liable for the damage caused to the Contracting Authority.

6. Confidentiality

6.1. The Parties undertake to maintain the confidentiality and not to disclose to third parties confidential information which has come to their knowledge in the course of or in connection with the performance of the obligations under this Contract or by chance, in particular personal data which have come to their knowledge, including the non-disclosure of such information to unauthorized persons and the exclusion of access to such information.

6.2. Disclosure of confidential information related to the Contract to a third party is permitted only with the prior written consent of the other Party, except for the result of the performance of a work intended for presentation to the public. The confidentiality requirement provided for in the Contract does not extend to the disclosure of information to the auditors, lawyers, and banks of the Party and in cases where the Party is required to disclose information pursuant to legislation.

6.3. The Contractor undertakes to perform the Contract with due diligence to prevent any leakage of information or disclosure of third-party data and to use all appropriate legal means to perform the task as expected and to make reasonable efforts to perform the Contract, prevent and avoid damage.

6.4. The obligation of confidentiality also applies after the termination or cancellation of the Contract.

6.5. In connection with the performance of the work, which is the object of the Contract, the Contractor may have access to data collected in the course of the principal activity of the Contracting Authority, which is personal data within the meaning of the Personal Data Protection Act. In such a case, the controller of the personal data is the Contracting Authority, and the processor is the Contractor.

6.6. The Contractor shall process the personal data received under the Contract only during the term of the Contract and to the extent necessary for the performance of the work. The Contractor shall use the personal data obtained in the course of performance of the work only for the purposes set out in the Contract. Upon termination of the Contract, the Contractor shall immediately delete all personal data and copies thereof which have become known to him or her during the performance of the Contract, unless otherwise provided by legislation.

6.7. The Contracting Authority is responsible that the processing of personal data in the framework of the performance of the work takes place on a legal basis in order to achieve legitimate purposes, the data subjects are aware of and/or agree to the processing of personal data, and the Contracting Authority has the right to transfer personal data to the Contractor in the framework of the performance of the work.

6.8. The Contractor shall grant access to personal data only to persons who need it for the performance of his or her duties or to ensure that those persons comply with the requirements relating to the processing of personal data, have entered into an obligation of confidentiality, or are subject to an appropriate legal obligation of confidentiality. The respective obligation of confidentiality remains valid for the persons even after the termination of the Contract.

6.9. The Contractor shall not transfer personal data to third parties or use authorized processors for the processing of personal data without the prior written consent of the Contracting Authority.

6.10. The Contractor shall take the necessary security measures to protect personal data.

6.11. The Contractor shall assist the Contracting Authority in fulfilling the obligations of the controller related to the security of personal data arising from legislation.

6.12. The Contractor shall allow the Contracting Authority or the Contracting Authority's authorized auditor to carry out audits and/or inspections related to the processing of personal data within the scope of the object of the Contract. The Contracting Authority has the right to perform the above-mentioned audits and/or inspections according to the need that arises.

6.13. The Contractor shall map personal data in an agreed format.

6.14. If the Contractor discovers a personal data breach, the Contractor shall immediately notify the Contracting Authority in writing, after which the Contracting Authority shall notify the personal data breach to the competent supervisory authority within 72 hours at the latest. The information provided by the Contractor to the Contracting Authority shall include a description of the personal data breach together with the categories and an approximate number of data subjects concerned, a description of the personal data concerned, the possible consequences of the personal data breach, and planned measures to remedy the personal data breach. The Contractor shall assist the Contracting Authority in gathering the necessary information for the supervisory authority.

6.15. E-mail address of the person responsible for data protection of the Contracting Authority: andmekaitse@mkm.ee

7. Liability

7.1. The Party in breach of the Contract is obliged to compensate the other Party for the damage caused.

7.2. The Contractor shall be liable for any breach of Contract, in particular if the works do not comply with the requirements agreed in the Contract and its annexes.

7.3. If the Contractor breaches a contractual obligation which can be remedied, the Contracting Authority has the right to submit a claim to the Contractor to remedy the breach (hereinafter *also a precept*), giving the Contractor a reasonable period to remedy the breach (*depending on the nature of the works, circumstances of the breach etc, but generally not more than 5 working days*). Such a precept shall apply only in the case of infringements for which the Contracting Authority considers it reasonable by the nature of the obligation and where it has an interest in redress. If the Contractor fails to comply with the precept within the given term, the Contractor shall pay the Contracting Authority a contractual penalty of 0.15 (*zero point fifteen*) percent of the contract price for each day of delay.

7.4. If the Contractor violates an obligation arising from the Contract, the remediation of which is not possible or if the Contracting Authority has no interest in remediation or the Contractor fails to remedy the breach within the term specified in clause 7.3 of the General Terms and Conditions 20 (twenty) percent of the contract price for each violation and in addition to the claim for a contractual penalty, the Contracting Authority also has the right to terminate the Contract unilaterally.

7.5. In the event of non-compliance with the obligations arising from clause 6, the Contracting Authority has the right to terminate the Contract unilaterally. Upon termination of the Contract on the basis of this clause, the Contracting Authority shall pay for the works

performed to the Contractor only if the Contracting Authority has an interest in the partial performance of the Contract.

7.6. In case of any violation of the confidentiality conditions set forth in clauses 6.1, 6.3, and 6.4, the Contracting Authority has the right to demand full compensation for the damage caused by the breach or 20 (*twenty*) percent of the contract price, but not less than 1500 (*one thousand five hundred*) euros for each infringement.

7.7. The demand for a contractual penalty does not preclude the Contracting Authority from exercising other legal remedies against the Contractor. In addition to the payment of the contractual penalty, the Contracting Authority has the right to demand performance of the Contract and/or compensation for damage from the Contractor in part not covered by the contractual penalty.

7.8. The Contracting Authority has the right to set off the amount of the contractual penalty against the fee payable to the Contractor.

7.9. In case of late payment of the invoice for the duly performed and received work, the Contracting Authority undertakes to pay the Contractor a default interest of 0.05 (*zero point zero five*) percent of the amount not paid on time for each day of delay in payment.

7.10. Payment of default interest and contractual penalties provided for in the Contract shall not release the parties from the performance of other obligations arising from legislation and the Contract.

8. Force majeure

8.1. The parties shall be liable for breach of obligations unless the breach is caused by force majeure. The parties shall consider the circumstances specified in subsection 103 (2) of the Law of Obligations Act as force majeure.

8.2. The Party that violates the obligation due to force majeure shall immediately notify the other Party in writing of the circumstances of the force majeure and their effect after the Party became aware or should have become aware of the circumstances of force majeure. The Party is obliged to take all possible measures to prevent or reduce the circumstances of force majeure and the damage caused by them. The Party is obliged to continue to perform its contractual obligations as soon as the circumstances of force majeure have been eliminated. If due to force majeure, the parties are prevented from fulfilling their obligations under the Contract for more than 60 consecutive calendar days, either Party may terminate the Contract.

9. Exchange of notifications and authorized representatives

9.1. The parties undertake to inform the other Party of all circumstances that may affect or impede the fulfillment of obligations under the Contract or the exercise of rights.

9.2. Notifications shall be forwarded to the other Party using the contact details specified in the Contract. The Party shall immediately inform the other Party of any changes in the contact data.

9.3. The notice shall be deemed to have been served on the other Party if:

9.3.1. the notice has been forwarded to the other Party by e-mail digitally signed (on the day of forwarding the notice);

9.3.2. the notice has been sent by registered post of the post office to the address indicated by the other Party (if three days have passed since the posting).

9.4. In particular, the parties' statements of termination of the Contract, as well as the Party's claim to the other Party due to breach of the Contract, must be forwarded in the manner specified in clause 9.3.

9.5. An information notice may also be communicated by telephone and e-mail.

9.6. Authorized representatives of the parties are appointed in the special terms of the Contract. The authorized representative of the Contracting Authority has the right to represent

the Contracting Authority in all matters related to the Contract, except for amending the Contract, unilateral termination of the fixed-term Contract, and filing a claim for contractual penalty, default interest, and/or damages.

10. Entry into force, amendment, and termination of the Contract

10.1. The Contract shall enter into force upon signature of the Contract and its annexes by both parties and shall remain in force until the obligations of the parties have been duly fulfilled or terminated prematurely.

10.2. The parties have the right to agree to amend the Contract only in accordance with the rules set out in the Public Procurement Act.

10.3. The parties have the right to withdraw from the Contract prematurely or cancel the Contract if the other Party materially violates the obligations arising from the Contract. The Contract may be terminated without notice in the event of a material breach of Contract, *inter alia*, if the work has not been rectified within the term specified by the Contracting Authority in the case of the performance of a work that does not comply with the terms of the Contract.

11. Settlement of disputes

11.1. All disputes arising from the performance, amendment, termination, or application of liability of the Contract shall be settled through negotiations.

11.2. If no agreement is reached by negotiations, the dispute shall be resolved in accordance with the procedure provided by the legislation of the Republic of Estonia in the court of the location of the Contracting Authority. The legislation in force in the Republic of Estonia shall apply to the content of the Contract.

11.3. The Contract shall be interpreted in accordance with the common actual will of the Parties, even if it differs from the ordinary meaning of the words. If the common actual will of the parties cannot be ascertained, the Contract shall be construed as the same reasonable person as the other Party should have understood the Contract in the same circumstances.

11.4. A term of the Contract must be interpreted in conjunction with the other terms of the Contract, giving each of them a meaning based on the meaning of the Contract as a whole.

12. Other provisions

12.1. If the general terms and conditions have changed during the extension of the fixed-term Contract compared to the previous period and the Contracting Authority has informed the Contractor of the change in the general terms and conditions, the new general terms and conditions shall be deemed valid.

12.2. In the event of a conflict between the General Terms and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.