

Service Contract No. PPS- 008
April 8, 2019
Vilnius

between:

Public establishment Joint Technical Secretariat, institution code 300075874, Konstitucijos av. 7, LT-09308 Vilnius, Lithuania, represented by Ms Aukšė Bernadišienė acting on the basis of the given power of the statute of the institution

- hereinafter referred to as “the Contracting authority” of the one part,
and

Matts Lindman Konsult AB, registration number 556337-6184, Broholmsvaegen 43, 19331 Sigtuna, Sweden, represented by Mr Matts Lindman acting on the basis of the given power of the statute of the institution

- hereinafter referred to as „Service provider” of the other part,
- hereinafter together referred to as “Parties”

concluded the contract (hereinafter – Contract) to provide the services for development of the monitoring systems of the Interreg V-A Lithuania-Poland cooperation programme (hereinafter – Lithuania-Poland Programme) and the 2014-2020 European Neighbourhood Instrument Cross-border Cooperation Latvia-Lithuania-Belarus Programme (hereinafter – Latvia, Lithuania and Belarus Programme, hereinafter both together – Programmes).

ARTICLE 1
Object of the Contract

1.1. The Contract sets the order and conditions for the provision of the services for the programming and system development services of the monitoring systems of the Programmes (hereinafter – services).

1.2. Monitoring systems (2 systems in total: 1 system for Lithuania-Poland Programme and 1 system for Latvia, Lithuania and Belarus Programme) consist of the database which shall be used by the institutions administrating Programmes and digital application forms which shall be used by the applicants.

1.3. The purchased services should be provided according to the need and schedules agreed with the Contracting Authority for each Programme separately.

ARTICLE 2
Obligations of the Service provider

The main tasks of the Service provider include the following:

2.1. The Service provider warrants that the services mentioned in Article 1 will be delivered within the agreed time and in accordance with this Contract.

2.2. The Service provider undertakes to provide the services with all the necessary skills and knowledge and perform the tasks carefully and efficiently.

2.3. During the entire Contract validity period the Service provider is obliged to provide consultations regarding technical supervision of the system to the Contracting authority free of charge.

2.4. The Service provider must ensure the confidentiality and security of the information of the Contracting authority. The Service provider must not give the information for use or access and documents provided under this Contract to third parties, except for the cases requested according to the national legislation of the Contracting authority.

2.5. Upon request of the Contracting authority, the Service provider is obliged to provide full information on the progress and the results of the work done so far. The Service provider shall immediately inform the Contracting authority if any doubts arise about the conditions, purpose or

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carrying out the tasks mentioned in the Contract.

2.6. The Service provider is liable for the direct damages incurred due to his action or not action to the Contracting authority as foreseen by the international or national acts.

2.7. The Service provider within 5 (five) working days shall inform the Contracting authority:

2.7.1. on the changes in requisites;

2.7.2. on reorganization or liquidation of the Service provider;

2.7.3. on other important events happening that make major impact on implementation of the Contract.

ARTICLE 3

Obligations of the Contracting authority

The Contracting authority is obliged:

3.1. To timely provide data and information requested to carry the services by the Service provider.

3.2. To pay for the delivered services upon signature of the delivery and acceptance deed and the invoice reception in accordance to the terms mentioned in Article 4 of the Contract.

3.3. Within 5 (five) working days to inform the Service provider:

3.3.1. on the changes in requisites;

3.3.2. on reorganization or liquidation of the Contracting authority;

3.3.3. on other important events happening that make major impact on implementation of the Contract.

3.4. To cooperate and provide the information needed for the implementation of the Contract to the Service provider.

ARTICLE 4

Price and payments

4.1. Hourly rate for the programming and system development services of the monitoring systems of the Programmes is 80 Eur (VAT excluded)

4.2. All programming and system development services and their amounts must be agreed by e-mail with the Contracting authority before their implementation.

4.3. The final price that the Contracting authority will pay to the Service provider depends on the amount of the services provided during the Contract validity period. The total price cannot exceed price mentioned in the 5.4. point of the Contract.

4.4. The price of the services is constant and cannot be changed during the validity of the Contract except the change of VAT for services regulated by law. The price of the services is being recalculated when the VAT rate is being changed. In this case the agreement is being signed between the Parties and it becomes the inseparable part of the Contract. The new price is being applied for the services provided after the agreement comes into force.

4.5. In case other taxes or fees change, no changes of the pricing shall be made.

4.6. The Contracting authority pays to the Service provider for the provided services transferring money within 15 working days after receiving the invoice from the Service provider and signing the delivery and acceptance deed. One copy of the invoice and deed will be sent back to the Service provider, confirming the acceptance of the services.

4.7. If the Contracting authority doesn't meet the commitments according the 4.6. point of the Contract, the Service provider can calculate 0,01 percent on the total debt amount.

4.8. In case of the serious disrespect of the terms of the Contract by the Service provider, i.e. where the services are not provided in accordance with the terms of the Contract and the Service provider does not react to the written requests of the Contract authority, the Service provider, on the Contract authority demand, pays fine of 0,05 percent on the total amount of the service value (as indicated in the points 4.1.1.-4.1.4.). If the Service provider doesn't fulfill or improperly fulfills the obligations under the Contract and the Service provider does not react to the written requests of the Contract authority, the Contract authority has the right to immediately terminate the Contract by the written

notice to the Service provider.

ARTICLE 5

Validity and termination

5.1. The Contract enters into force from the date of its signature of both Parties.

5.2. The services shall be provided according to the needs of the Contracting authority for 1 (one) year from the day when the Contract comes into force. If none of the Parties declare in written to the other Party about the termination of the Contract 1 (one) month before the termination of the Contract, the Contract is being extended for one more year with the same conditions, but not longer than for 3 (three) years in total.

5.3. The Contract can be terminated unilaterally if one of the Parties declare it in written to the other Party about the termination of the Contract 30 calendar days in advance. Termination of the Contract does not discharge from the appropriate completion of the commitments.

5.4. Value of the services for programming and development of the monitoring system of both Programmes is 9.999,99 euros (nine thousand nine hundred ninety nine euros and ninety nine cents), VAT excluded. After buying services for this amount, the Contract will stop automatically, regardless of the expiry of the Contract.

ARTICLE 6

General provisions

6.1. All correspondence (letters, e-mails, invoices, etc.) must be in English.

6.2. The Service provider does not invite subcontractors during the Contract implementation.

6.3. The monitoring systems of the Programmes are fully owned by the Contracting authority.

6.4. Neither Party has the right to transfer all or part of the rights and obligations under the Contract to any third party.

6.5. The Parties undertake to fulfill their commitments made in the Contract and to refrain from any action that might cause harm to both Parties.

6.6. Information related the conclusion and implementation of the Contract is kept confidential, except the public information under the laws of the Republic of Lithuania. If the Parties have any doubt whether certain information is confidential, the Party must treat such information as confidential information until will receive the approval of the other Party that such information is not confidential information for the purposes of the Contract. The confidential information may be disclosed to the third persons by the law or written consent of the other Party.

6.7. Parties are not responsible for the extraordinary events or circumstances, which can neither predict nor remove and prevent one or both Parties from fulfilling their obligations under the Contract (*force majeure*). Party, which is due to force majeure is unable to fulfill the obligations, shall immediately, but no later than within 14 days, when these circumstances arise or become apparent, write the notice to the other Party. If the force majeure lasts for more than 1 (one) month, the Parties can terminate the Contract.


6.8. All disputes arising from the Contract are being solved by a good will or reaching agreement of both Parties. If it is not possible to solve the dispute within 30 (thirty) days from the beginning of the negotiations, it could be solved in the Courts of the Republic of Lithuania. The beginning of negotiations is the day when one of the Parties submits the request in written to the other Party with the offer to start negotiations.

6.9. The Contract shall be interpreted and shall be settled by in compliance with the laws of the Republic of Lithuania.

6.10. The conditions of the Contract cannot be changed during the whole validity period of the Contract, except those conditions that do not offend the Law on Public Procurement of the Republic of Lithuania. In this case the changes must be in written and the addendum to the Contract must be signed.

6.11. This Contract is made in two copies having the same legal power.

ARTICLE 7
Requisites and signatures

<p>For the Service provider: Matts Lindman Konsult AB Registration number 556337-6184, Address Broholmsvaegen 43, 19331 Sigtuna, Sweden Tel. +46 7000 28802 Email: matts.lindman@outlook.com Bank account: SE 66 600 0000 000 0043 503 659</p> <p><u>DIRECTOR</u> (position) <u>Matts Lindman</u> (signature) <u>Matts Lindman</u> (name, surname)</p> <p>Date: 2019 04 08</p> <p>S.P.</p>	<p>For the Contracting authority: Joint Technical Secretariat Code 300075874 Address Konstitucijos av. 7, LT-09308 Vilnius, Lithuania Tel. (8 5) 261 0477, fax. (8 5) 261 0498 B.a. LT96 7300 0100 8797 0053 „Swedbank“, AB</p> <p>Director _____ (position) <u>[Signature]</u> (signature) Auksė Bernadišienė _____ (name, surname)</p> <p>Date: 2019 04 08 S.P. _____</p> <p></p>
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