

## Service Contract No PPS-23/d024

between:

**Public establishment Project Management Agency of the Ministry of Interior**, Šventaragio str. 2, LT-01510 Vilnius, Lithuania, represented by Acting director Sigita Baronaitė acting in accordance with the order No ITE-98 of the Minister of the Interior of the Republic of Lithuania of 28 July 2023 (as amended on 15 November 2023, order No ITE-126) - hereinafter referred to as **“the Contracting Party”**,  
of the one part, and **Radosław Kapela**, personal cod - hereinafter referred to as **“the Contractor”**,

of the other part,

have agreed as follows:

### ARTICLE 1 OBLIGATIONS OF THE CONTRACTOR

- 1.1 The tasks and outputs to be delivered by the Contractor within the framework of this Contract are to carry out the quality assessment of the project proposal (including annexes) (hereinafter – application) submitted for the 3rd Call for Proposals for the Interreg (VI-A) Lithuania – Poland Cooperation Programme (hereinafter – Programme) by filling in the Quality Assessment Checklist for each application. The electronic version must be sent to the email: [experts@lietuva-polska.eu](mailto:experts@lietuva-polska.eu).
- 1.2. The quality assessment shall be made in English based on the Application, Assessment and Project Selection Procedure of the Programme approved by the order of the director Public establishment Project Management Agency of the Ministry of Interior, the Programme Manual for the relevant Call for Proposals and the Programme Document.
- 1.3. During the assessment process the Contractor shall cooperate with the Contracting Party upon request.
- 1.4. The Contractor is obliged to take part in a working meeting(s) with the Contracting Party if requested by the Contracting Party. The working meeting(s) shall be conducted online.
- 1.5. Upon request of the Contracting Party, the Contractor is obliged to provide full information on the progress and the results of the work done so far. He/she shall immediately inform the Contracting Party if any doubts arise about the conditions, purpose or carrying out the tasks mentioned in Article 1.
- 1.6. The Contractor is obliged to carry the quality assessment in line with the European Union legal acts and Programme requirements (as defined in the Article 1.2.) for the following 8 (eight) applications: **LTPL00433, LTPL00442, LTPL00447, LTPL00452, LTPL00467, LTPL00485, LTPL00502, LTPL00516**. The Contractor will get access to JEMS.
- 1.7. The Contractor must ensure the impartiality and confidentiality and therefore must sign the Declaration of Impartiality and Confidentiality before starting the assessment, which is integral part of this contract.
- 1.8. Before finalising and signing the Quality Assessment Checklist, the Contractor must submit a Word document to the person responsible for the evaluation process in the Contracting party for technical revision. Upon request of the Contracting Party the Contractor must make the requested technical corrections to the submitted Quality Assessment Checklist.
- 1.9. The quality assessment shall be carried individually and independently.
- 1.10. The Contractor must not give for use or access of the information and documents provided under this Contract to third parties. If such need arise the prior approval shall be received from the Contracting Party.
- 1.11. The Contractor shall erase or destroy all confidential documents and provided applications upon completing the quality assessment.
- 1.12. The Contractor shall submit the filled in Quality Assessment Checklists until **11 November 2024**. Applications shall be assessed and sent to the Contractor according to the following schedule: the first half of assessed applications by **21 October 2024** and the second half of assessed applications by **11 November 2024**.
- 1.13. The Contractor may be asked to discuss the prepared assessment with the Contracting Party as part of the consolidation process. Therefore, the Contractor must be available at each request of the Contracting Party after delivering the Quality Assessment Checklist and signing of the Deed of acceptance and delivery.
- 1.14. The Deed of acceptance and delivery shall be signed until at the end of the assessment after the request of the Contracting Party.
- 1.15. The Contractor shall inform in written the Contracting Party, within 3 working days:
  - 1.15.1. on change of the requisites;
  - 1.15.2. if the conflict of interest arises which prevents from carrying the quality assessment;

1.15.3. if other important events arise which make major impact on the implementation of the Contract.

## **ARTICLE 2**

### **OBLIGATIONS OF THE CONTRACTING PARTY**

The Contracting Party is obliged:

- 2.1. To timely provide data and information requested to carry the quality assessment of applications.
- 2.2. To pay for the quality assessment in accordance to the terms of the Contract.
- 2.3. To accept the final results of the quality assessment by signing the Deed of acceptance and delivery.
- 2.4 Within 3 working days shall inform the Contractor:
  - 2.4.1. on the changes in requisites;
  - 2.4.2. on reorganization or liquidation of the Contracting Party;
  - 2.2.3. on other important events happening that make major impact on implementation of the Contract.
- 2.5. Contracting Party shall cooperate and provide the information needed for the implementation of the Contract to the Contractor.

## **ARTICLE 3**

### **BUDGET**

- 3.1. The Contract price is calculated on a fixed rate basis based on the actual services provided: the costs that will be paid by the Contracting Party to the Contractor amounts to 200,00 EUR (in words: two hundred euro and zero cent) includes all taxes per one application quality assessment.
- 3.2. The total amount to be paid is calculated by multiplying number of assessed applications (indicated in the point 1.6.) and fixed rate indicated in the point 3.1.: 1.600,00EUR (in words: one thousand six hundred euro and zero cent) includes all taxes.
- 3.3. The price includes all taxes for which the Contractor may become liable. The Contractor bears in particular all responsibility for paying his/her contributions to social and health insurance (if necessary) and complying with applicable taxes in accordance with regulation of country of residence. The Contractor is obliged to sign the Deed of acceptance and delivery and present an invoice.

## **ARTICLE 4**

### **PAYMENTS**

4. After completion of the Contract, the Contractor shall sign the Deed of acceptance and delivery (Annex 1) and present an invoice. Electronically signed the deed of acceptance and delivery and invoice, shall be presented by the Contractor to the Contracting Party. Upon acceptance of the outputs by the Contracting Party the Deed of acceptance and delivery will be signed in 10 (ten) working days and will be sent back to the Contractor, confirming the acceptance of the services. After the services will be accepted, the payment will be made by electronic transfer in 20 (twenty) working days to the Contractor's bank account. If the Contractor is not able to sign documents with e-signature, then he/she shall provide signed and scanned documents via email, and originals shall be sent to the Contracting Party, to address indicated in this Contract.

## **ARTICLE 5**

### **WARRANTY AND LIABILITY**

- 5.1. The Contractor warrants that the outputs mentioned in Article 1 will be delivered in time and in accordance with this Contract.
- 5.2. The Contractor is liable for all direct and indirect damages incurred by the Contracting Party due to negligence of the Contractor or his assistant or subcontractors by international acts.

## **ARTICLE 6**

### **CONFIDENTIALITY**

6. The Contractor shall maintain at any time professional secrecy concerning all information obtained in context with the fulfilling of this Contract, except with the prior written approval of the Contracting Party.

## **ARTICLE 7 DATA PROTECTION**

- 7.1. Personal data is processed in according to Art. 13 paragraph 1 and paragraph 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as GDPR):
- a) The administrator of expert's personal data is Public Establishment Project Management Agency of the Ministry of Interior, Registration Code 300075874, Address: Šventaragio str. 2, LT-01510, Vilnius, Lithuania.
  - b) Personal data will be processed for the purpose of implementing the contract for the assessment of applications and participation in the meetings of the Monitoring Committee pursuant to art. 6 paragraph 1 letter b and c GDPR.
  - c) The recipient of the personal data will be entities authorised to process it under a data processing agreement for the above-mentioned purpose and may be transferred to entities authorised under the law. The data may also be transferred to joint data controllers.
  - d) The personal data will not be transferred to a third country/international organisation except for cases indicated in point 7.1.b.
  - e) The personal data will be stored until the consent is revoked or on the basis of archiving regulations.
  - f) An expert has the right to access his/her data and the right to rectify, to delete, to limit processing, as well as the right to transfer data, and to raise objections.
  - g) An expert has the right to lodge a complaint with the supervisory authority when he/she considers that the processing of the personal data violates the provisions of the general regulation on the protection of personal data or national provisions.
  - h) Providing personal data is mandatory. In the event of failure to provide personal data, the performance of the contract will not be possible.
  - i) The personal data will not be processed in an automated manner or in the form of profiling.

## **ARTICLE 8 RIGHT OF USE**

- 8.1. The Contractor grants the Contracting Party the perpetual and unlimited right to use the outputs to be delivered by the Contractor including their parts and the appropriate data files in a global way, and assigns to the Contracting Party all rights necessary for this purpose on the following fields of exploitation: distribution, reprography, storage in computer memory.
- 8.2. The Contractor shall indemnify and hold the Contracting Party harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the outputs in accordance with the terms of this Contract.

## **ARTICLE 9 TERMINATION**

- 9.1. In case of serious disrespect of the terms of this contract by the Contractor, i.e. where the services are not provided in accordance with the terms of this Contract or not completed within the limits laid down in the Contract, the Contracting Party may terminate the Contract at any time and without notice. If the Contract is terminated by the Contracting Party, the Contractor shall be entitled to appropriate payment corresponding to partial performance of the Contract.
- 9.2. In the event the Contracting Party is terminating the Contract due to not fulfilling obligations by the Contractor, it is entitled to request the Contractor to pay 1000 EUR as a penalty.

## **ARTICLE 10 LAW OF THE CONTRACT AND PLACE OF JURISDICTION**

- 10.1. The Contract enters into force from the date of its signature and is valid until finishing the assignment by signing the Deed of acceptance and delivery.
- 10.2. The Contract and the Annexes can be amended by written agreement of the parties to this Contract.



- 10.3. This Contract is governed by Lithuanian law.
- 10.4. The Annexes have the same legal power as the Contract.
- 10.5. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the court of the seat of the Contracting Party.

## ARTICLE 11

### General and Financial Provisions

- 11.1. Amendments and additions to this Contract shall be in written form. All correspondence must be in English.
- 11.2. If any provision in this Contract should be wholly or partly ineffective, the parties to the Contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 11.3. The Contractor entitles the Contracting Party to inform the managing bodies and Monitoring Committee of the Interreg (VI-A) Lithuania – Poland Cooperation Programme about the scope of this Contract, including providing personal data of the Contractor.
- 11.4. This Contract is composed of this Contract Form, Annex 1 “Deed of Acceptance and Delivery” and Annex II “Declaration of Impartiality and Confidentiality”.

For the Contracting party:	For the Contractor:
Project Management Agency of the Ministry of Interior Registration Code 300075874 Address: Šventaragio str. 2, LT-01510, Vilnius, Lithuania Bank account: LT967300010087970053 Bank name: „Swedbank“, AB Bank code: 73000 Tel.: +370 614 32 126 E-mail: <a href="mailto:info@vilniusjts.eu">info@vilniusjts.eu</a>  Acting director Sigita Baronaite	Radosław Kapela Personal code: Number of document (ID or passport): Ide  Address: Phone number: E-mail: Bank account: Bank name: Swift:  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <b>Radosław Kapela</b> </div> <div style="text-align: right;"> Digitally signed by  Radosław Kapela  Date: 2024.10.02  13:06:54 +02'00' </div> </div>

Date:

Date: 2 October 2024

**Annex No 1 to the Service contract No \_\_\_\_\_**  
**dated \_\_\_\_\_.**

**Deed of Acceptance and Delivery**

The Contractor delivering the written Quality Assessment Checklists of the Project(s):  
No.....

to the Contracting Party.

The Contracting Party accepting delivery of the written Quality Assessment Checklists on the Project(s):  
No.....

The Contracting Party herewith agreed that the services are delivered in the right format, time and quality.

The Contractor

The Contracting Party

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY  
OF ASSESSOR / EXPERT**

I, the undersigned, hereby declare that I agree to participate in the evaluation of the applications submitted for the Interreg VI-A Lithuania-Poland Cooperation Programme for the 3rd Call for Proposals. By making this declaration, I confirm that I have familiarised myself with the information available to date concerning this call for proposals. I further declare that I shall execute my responsibilities honestly and fairly.

I am independent of all parties which stand to gain from the outcome of the evaluation process. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, should it become apparent during the course of the evaluation process that such a relationship exists or has been established, I will immediately cease to participate in the evaluation process.

I agree to hold in trust and confidence any information or documents ("confidential information") disclosed to me or discovered by me or prepared by me in the course of or as a result of the evaluation and agree that it shall be used only for the purposes of this evaluation and shall not be disclosed to any third party. I also agree not to retain copies of any information or prototypes supplied.

<b>Name</b>	
<b>Signed</b>	
<b>Date</b>	

Confidential information shall not be disclosed to any employee or expert unless they agree to execute and be bound by the terms of this Declaration.

# Service Contract No

between:

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  - c) The recipient of the personal data will be entities authorised to process it under a data processing agreement for the above-mentioned purpose and may be transferred to entities authorised under the law. The data may also be transferred to joint data controllers.
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  - f) An expert has the right to access his/her data and the right to rectify, to delete, to limit processing, as well as the right to transfer data, and to raise objections.
  - g) An expert has the right to lodge a complaint with the supervisory authority when he/she considers that the processing of the personal data violates the provisions of the general regulation on the protection of personal data or national provisions.
  - h) Providing personal data is mandatory. In the event of failure to provide personal data, the performance of the contract will not be possible.
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- 8.1. The Contractor grants the Contracting Party the perpetual and unlimited right to use the outputs to be delivered by the Contractor including their parts and the appropriate data files in a global way, and assigns to the Contracting Party all rights necessary for this purpose on the following fields of exploitation: distribution, reprography, storage in computer memory.
- 8.2. The Contractor shall indemnify and hold the Contracting Party harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the outputs in accordance with the terms of this Contract.

## **ARTICLE 9 TERMINATION**

- 9.1. In case of serious disrespect of the terms of this contract by the Contractor, i.e. where the services are not provided in accordance with the terms of this Contract or not completed within the limits laid down in the Contract, the Contracting Party may terminate the Contract at any time and without notice. If the Contract is terminated by the Contracting Party, the Contractor shall be entitled to appropriate payment corresponding to partial performance of the Contract.
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- 10.1. The Contract enters into force from the date of its signature and is valid until finishing the assignment by signing the Deed of acceptance and delivery.
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- 11.4. This Contract is composed of this Contract Form, Annex 1 “Deed of Acceptance and Delivery” and Annex II “Declaration of Impartiality and Confidentiality”.

For the Contracting party:	For the Contractor:
Project Management Agency of the Ministry of Interior Registration Code 300075874 Address: Šventaragio str. 2, LT-01510, Vilnius, Lithuania Bank account: LT967300010087970053 Bank name: „Swedbank“, AB Bank code: 73000 Tel.: +370 614 32 126 E-mail: <a href="mailto:info@vilniusits.eu">info@vilniusits.eu</a>  Acting director Sigita Baronaite	Radosław Kapela Personal code Number of document (ID or passport):  Address: ' Phone number E-mail Bank account: ' Bank name: Swift: /

Date:

Date: 2 October 2024

**Annex No 1 to the Service contract No \_\_\_\_\_**  
**dated \_\_\_\_\_.**

**Deed of Acceptance and Delivery**

The Contractor delivering the written Quality Assessment Checklists of the Project(s):  
No.....

to the Contracting Party.

The Contracting Party accepting delivery of the written Quality Assessment Checklists on the Project(s):

No.....

The Contracting Party herewith agreed that the services are delivered in the right format, time and quality.

The Contractor

The Contracting Party

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY  
OF ASSESSOR / EXPERT**

I, the undersigned, hereby declare that I agree to participate in the evaluation of the applications submitted for the Interreg VI-A Lithuania-Poland Cooperation Programme for the 3rd Call for Proposals. By making this declaration, I confirm that I have familiarised myself with the information available to date concerning this call for proposals. I further declare that I shall execute my responsibilities honestly and fairly.

I am independent of all parties which stand to gain from the outcome of the evaluation process. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, should it become apparent during the course of the evaluation process that such a relationship exists or has been established, I will immediately cease to participate in the evaluation process.

I agree to hold in trust and confidence any information or documents ("confidential information") disclosed to me or discovered by me or prepared by me in the course of or as a result of the evaluation and agree that it shall be used only for the purposes of this evaluation and shall not be disclosed to any third party. I also agree not to retain copies of any information or prototypes supplied.

<b>Name</b>	
<b>Signed</b>	
<b>Date</b>	

Confidential information shall not be disclosed to any employee or expert unless they agree to execute and be bound by the terms of this Declaration.



## DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY OF ASSESSOR / EXPERT

I, the undersigned, hereby declare that I agree to participate in the evaluation of the applications submitted for the Interreg VI-A Lithuania-Poland Cooperation Programme for the 3rd Call for Proposals. By making this declaration, I confirm that I have familiarised myself with the information available to date concerning this call for proposals. I further declare that I shall execute my responsibilities honestly and fairly.

I am independent of all parties which stand to gain from the outcome of the evaluation process. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, should it become apparent during the course of the evaluation process that such a relationship exists or has been established, I will immediately cease to participate in the evaluation process.

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<b>Name</b>	Radosław Kapela
<b>Signed</b>	
<b>Date</b>	2 October 2024

Confidential information shall not be disclosed to any employee or expert unless they agree to execute and be bound by the terms of this Declaration.

DETALŪS METADUOMENYS	
Dokumento sudarytojas (-ai)	Biuro administratorius Lauryna Ragaišienė, Šventaragio g. 2 LT-01510 Vilnius Viešoji įstaiga Vidaus reikalų ministerijos projektų valdymo agentūra, Vilnius, Šventaragio g. 2, LT-01510, 300075874 Radosław Kapela, 15E Antonowicza St., 10-687 Olsztyn, Poland
Dokumento pavadinimas (antraštė)	Service contract (Radosław Kapela)
Dokumento registracijos data ir numeris	2024-10-02 Nr. PPS-23/2024
Adresatas	—
Dokumentą pasirašė	L.e.p. direktorė Sigita Baronaitė
Veiksmo atlikimo data ir laikas	2024-10-02 19:31:00
Registratorius	L.e.p. direktorė Sigita Baronaitė
Veiksmo atlikimo data ir laikas	2024-10-02 19:31:00
Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas	2024-10-07 atspausdino Biuro administratorius - viešųjų pirkimų specialistas Lauryna Ragaišienė

Nuorašas tikras  
Viešoji įstaiga Vidaus reikalų ministerijos projektų valdymo agentūra  
2024-10-07