

AMENDMENTS NO. 1
TO 03.04.2018
"Professional Consultant Service Agreement"

Riga 25.07.2019

Contract registration number

8/2018-20

RB Rail AS, a joint stock company registered in the Latvian Commercial Register registration No 40103845025, having its registered address at K.Valdemāra iela 8-7, Riga, LV 1010, Latvia ("Principal"), represented by Management Board Member Ignas Degutis and Management Board Member Mart Nielsen acting on the basis of the Regulations on Representation Rights dated 25 May 2018, on the one side,

and

SIA "Vilands Associates", Reg. No 40103717105, "Akkadian" OÜ, Reg. No 12927009, and UAB "Fabula ir partneriai" Reg. No 124099127, a partnership organized and existing under laws of the Republic of Latvia and Partnership Agreement (dated 05.03.2018), (hereinafter, the "Service Provider"), represented by Partnership Manager SIA "Vilands Associates", registration No 40103717105, having its registered address at Brīvības iela 40-39A, Riga, LV-1050, represented by its Management Board Member Ralfs Vilands, acting on the basis of Statutes and abovementioned Partnership agreement on the other side

The Principal and the Contractor are jointly referred to as "Parties", and each separately – "Party",

WHEREAS

- (A) According to Section 1, Section 3 (Point 3) and Section 5 of Article 61 of the Public Procurement Law of the Republic of Latvia amendments to a procurement agreement are permissible, if they do not change the general nature of the procurement (general contract) and amendments to the procurement contract are necessary for reasons that the contracting authority could not foresee previously and/or if the value of the amendments to the procurement agreement does not exceed at the same time i) the contractual price thresholds set by the Cabinet of Ministers, from which notice of contract must be published in the Official Journal of the European Union and ii) 10 per cent of the original procurement agreement;
- (B) Implementation of Professional Consultant Service Agreement between the Principal and the Service Provider dated 3 April 2018 ("PSC Agreement") has taken longer than initially planned, because the discussion on the Rail Baltica infrastructure manager is still ongoing and no decision was made on the infrastructure manager by June 30, 2019, which was an important aspect of the communication planning process for the next 6 years and thus influences Rail Baltica Global Project Communications Strategy 2020 - 2026;
- (C) Due to the above mentioned the Service Provider is entitled to an extension of the deadlines for delivering the Rail Baltica Global Project Communications Strategy 2020 – 2026 until 30 September, 2019, with the final term of the contract remaining unchanged;
- (D) Based on Section 14 of the Agreement the Parties need to reflect the above-mentioned changes in the Agreement to extend the reports and deliverables submission and approval schedule.

NOW, THEREFORE, the Parties hereby without any delusion or fraud enter in to these Amendments No 1 ("Amendments No.1") to the Agreement on the following terms and conditions:

1. The Parties agree to amend Annex C: Scope of Service (Technical Specification) Clause 9 "Deliverables" as follows:

"9. Deliverables:

A) Final Report of the Rail Baltica Global Project Communications Strategy 2020 - 2026 till September 30, 2019

B) Public relations (Communications) services to implement the Rail Baltica Global Project Communications Strategies."

2. The Parties amend Annex D: Service Schedule and Rates Clause 9 "Deliverables" Services Part I as follows:

SERVICES PART I:

Service Start Date: March 2019

Timeline: Final report submission by September 30, 2019

Deliverables/Reports	Submission schedule	Approval through Contracting Authority
Strategy	Final report sent in by E-mail by September 30, 2019	2 weeks after reception

Service Milestone: **Final Report of the Rail Baltica Global Project Communications Strategy 2020 - 2026** till September 30, 2019

Deliverables: According to Point 9 of the Technical Specification.

Defects Date: as set in Point 10 of the Technical Specification

The Payment Schedule agreed between Service Provider and Principal is:

After delivery and acceptance of:	The payment from the Fee
Strategy	100%

3. All other terms of the Agreement remain unchanged.
4. The Parties confirm that they do not have any claims against each other arising from extension of Deliverables submission and approval schedule and these Amendments No 1.
5. The Amendments No1 shall enter into force upon its signing by the Parties.

6. The Amendments No1 are concluded in two (2) equal copies on three (3) pages. After the signing the Principal and the Service Provider shall each retain one copy.

Principal

Service Provider

RB Rail AS

**Partnership of SIA "Vilands Associates",
Akkadian OÜ, UAB "Fabula ir partneriai"**

Signature:

Ignas Degutis
Management Board Member

Ralfs Vilands
Management Board Member
SIA "Vilands Associates"

Mart Nielsen
Management Board Member