

**AGREEMENT  
ON GIS SUPPORT AND DEVELOPMENT SERVICES**

between

**RB Rail AS**

and

**Hnit-Baltic UAB**

Principal's contract registration number 1.19/LV-2022-17  
Contractor's contract registration number ST22088  
CEF<sup>1</sup> Contract No INEA/CEF/TRAN/M2019/2098304  
Procurement identification No RBR 2022/5

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<sup>1</sup> Grant Agreement under the Connecting Europe Facility

**AGREEMENT  
ON GIS SUPPORT AND DEVELOPMENT SERVICES**

This Agreement on GIS support and development services (the "**Agreement**"), inclusive of all of its Annexes hereto, is entered into in Riga on the day when it is signed electronically with a secure electronic signature, accompanied by a time seal from both the Principal and the Contractor (the "**Effective Date**") by and between:

**RB Rail AS**, registration No 40103845025, legal address: Satekles iela 2B, Riga, Latvia, LV-1050 (the "**Principal**"), represented by a Chairperson of the Management Board Agnis Driksna acting on the basis of the Regulations on Representation Rights dated 11 April 2022, on the one side,

and

**Hnit-Baltic UAB**, registration No 110584280, legal address: S. Konarskio g. 28A, 03127 Vilnius, Lithuania (the "**Contractor**"), represented by Managing Director Linas Gipiškis, acting on the basis of accordance with the Articles of Association of the company, on the other side,

with each individually also referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- (A) This Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas-Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (B) The Principal has organised a procurement "GIS support and development services" (identification No RBR 2022/5) (the "**Procurement**");
- (C) In the Procurement the Contractor's tender proposal (the "**Contractor's Proposal**"; enclosed to this Agreement as *Annex No 2: Contractor's Financial Proposal*) was selected for entering into this Agreement;
- (D) This Agreement is co-financed from the Connecting Europe Facility (CEF);

NOW, THEREFORE, the Parties have agreed as follows:

**1. SUBJECT MATTER OF THE AGREEMENT**

The Contractor provides GIS support and development services to the Principal (the "**Services**") as further specified in *Annex No 1: Technical Specification* on an on-demand basis with the Parties agreeing upon each instance Services as a separate service order (the "**Order**"), and the Principal pays the Contractor for the Services provided in full accordance with the provisions of the Agreement.

**2. VALUE AND TERM OF THE AGREEMENT**

- 2.1. During the term of the Agreement, the Contractor performs the Services for the Principal on the basis of Orders placed in accordance with the Agreement, for a total amount of no more than EUR 41 000,00 (forty-one thousand euros zero cents) (the "**Total Value**"), excluding VAT. The Principal is under no obligation to place the Orders for the Services for the Total Value of the Agreement, and likewise the Contractor is not guaranteed any specific amount or value of the Orders during the term of the Agreement.
- 2.2. The price of the Services includes all costs associated with the provision of the Services as specified in detail in *Annex No 1: Technical Specification*, all taxes (except VAT which shall be paid at the applicable rates) and fees. If a specific Order requires a physical presence of the Contractor's employee(s) at the presence of the Principal (i.e., for training purposes), the Parties shall beforehand agree on reimbursement of travel and accommodation expenses as set in Section 17 of this Agreement.
- 2.3. The hourly rate for the provision of Services is fixed in *Annex No 2: Contractor's Financial Proposal* and shall not be changed for the duration of this Agreement.
- 2.4. This Agreement shall commence on the Effective Date and apply to the Services provided and shall remain in force until the due performance of obligations by the Parties.

- 2.5. The Agreement is concluded for a period of 24 (twenty-four) months starting from the Effective Date or until the Total Value is reached (whichever occurs earlier).
- 2.6. After the expiry of the Agreement period or once the Total Value has been reached no more new Orders can be concluded. The Agreement terminates once all of the existing Orders are fully completed by the Contractor and approved by the Principal, and the Parties have fulfilled their contractual obligations arising out of this Agreement.

**3. ORDERS PROCEDURE**

- 3.1. The Principal shall place an order for the Services by having its authorised person send an e-mail to the Contractor’s authorized person and specifying the required Services, planned required hours, any deadlines, further requirements and any other specifics as may be relevant. Alternatively, an Order can also be placed by using the Contractor’s electronic system fully accessible at [CONFIDENTIAL] (the “**System**”), if the Contractor utilises such a system in its daily activities, in such a scenario the Contractor is required to ensure that the Principal’s authorised person has free and unlimited access to the System so that the execution of this Agreement may be possible. The Order is valid if it is sent (or placed in the System) by the Principal's authorized person as distinguishable from the e-mail address specified in this Agreement.
- 3.2. The Order shall be deemed received on the same day the Order is sent to the e-mail address of the Contractor’s authorised person or on the day the Order is placed in the System.
- 3.3. The Contractor confirms the receipt and acceptance of the Order for execution within 3 (three) business day from the day of its receipt by sending an e-mail to the Principal’s authorized person to the e-mail address specified in the Agreement or by adding receipt and acceptance notice in System. Additional rules in this respect are prescribed under the Technical Specification.
- 3.4. When performing the Services, the Contractor shall comply with the requirements set out in this Agreement and its Annexes.
- 3.5. The Contractor shall authorise the following employee(s), who is directly responsible for the organization of Orders, Deeds of Acceptance, consulting the Principal in matter related to Services as well as general performance of the Agreement (the “**Contractor's authorised person**”): [CONFIDENTIAL].
- 3.6. The Principal authorizes the following employee to handle the Orders procedures, Deeds of Acceptance as well as to resolve all issues related to the performance of the Agreement (the “**Principal’s authorised person**”): [CONFIDENTIAL].
- 3.7. The authorized persons of the Parties shall maintain active communication with each other during the term of the Agreement, as well as be responsible for monitoring the performance of the Agreement, including the timely submission and acceptance of invoices, their approval and submission for payment.
- 3.8. In the event that an authorized person of the Principal and / or the Contractor is substituted during the performance of the Agreement, the respective Party shall immediately inform the other Party thereof in writing. In such circumstances, no separate amendments to the Agreement are required.
- 3.9. Each of the Parties undertakes to list and store all executed Orders throughout the term of the Agreement.

**4. PAYMENTS AND ACCEPTANCE**

- 4.1. The Principal pays for each Order in accordance with the invoice prepared by the Contractor. The Contractor prepares the invoice electronically and sends it electronically to the Principal's e-mail address: [invoices@railbaltica.org](mailto:invoices@railbaltica.org).
- 4.2. The Contractor’s invoices shall contain the following Contractor’s details and details about the Agreement:

Contractor:	Hnit-Baltic UAB
Registration No:	110584280
The Contractor’s VAT payer's No:	LT105842811

The Principal's VAT No:	LV40103845025
Legal address, city, Zip code, country:	S. Konarskio g. 28A, 03127 Vilnius, Lithuania
Legal name of Bank:	[CONFIDENTIAL]
Bank SWIFT Code:	[CONFIDENTIAL]
Bank Account No IBAN:	[CONFIDENTIAL]
Subject:	For provided services according to CEF Contract No INEA/CEF/TRAN/M2019/2098304, Contract Manager: [CONFIDENTIAL].

- 4.3. Once a month, by the 5th day of the month, the Contractor's authorised person shall submit to the Principal's authorised person a deed of acceptance (the "**Deed of Acceptance**") specifying all the Orders made and executed in the previous calendar month as well as an invoice for the aforementioned Orders. If the subject of the Order is development of a specific tool, widget, code etc., the Services under such Order will only be paid for once the respective product has been developed and approved by the Principal.
- 4.4. The Principal will accept the Deed of Acceptance only if the Principal does not have objections against the quality of the delivered Services.
- 4.5. The Principal has rights to raise objections to the quality of the Services within 7 (seven) days from the date of the delivery of the Deed of Acceptance. In such case the Contractor must remedy any deficiencies as soon as practically possible, but not later than within 7 (seven) days from the receipt of the Principal's objections, if any. If the Principal does not raise any objections during the 7 (seven) day period from the delivery of the Deed of Acceptance (i.e., on the 13th day of the month) then it is acknowledged that the Deed of Acceptance is accepted and the deadline for payment of the respective invoice has begun.
- 4.6. If the Principal finds deficiencies in the submitted invoice, the Principal shall inform the Contractor about such identified deficiencies, and the Contractor shall submit a corrected invoice to the Principal within 3 (three) business days after receiving information from the Principal.
- 4.7. The Principal shall pay the invoices submitted by the Contractor in accordance with the provisions of the Agreement for the fulfilled Orders, within 30 (thirty) days after the date when the respective Deed of Acceptance has been accepted by the Principal and the Principal has received a correct invoice for the respective period.
- 4.8. Payment shall be deemed made when the Principal has made a payment from its bank account to the Contractor's bank account specified in the Agreement.
- 4.9. The parties agree to recognize as valid and payable invoices prepared electronically without the "signature" part of the details area.
- 4.10. The Contractor ensures that the income mentioned in this Agreement will not derive through permanent establishment or fixed base maintained by the Contractor in the Republic of Latvia. The Contractor is aware that the applicable laws of Latvia prescribe certain instances when payments to non-residents are subject to a withholding tax (for instance, in case of management and consultancy services), and the Principal will be obliged to make such withholdings with the following exception. No withholdings will be made if the Contractor (before the Principal will be obliged to make any payment under the Agreement) will provide all necessary information and documents (including, where relevant, a residence certificate confirmed by the competent authority of the Contractor's country of residence and the Latvian State Revenue Service) allowing to make an exemption from such withholding pursuant to the terms of the applicable laws of Latvia and international conventions or agreements between Latvia and the Contractor's country of residence.

## 5. RESPONSIBILITIES OF THE PRINCIPAL

- 5.1. The Principal shall, in a timely manner, provide to the Contractor any required information at the disposal of the Principal as may reasonably be requested by the Contractor for the purposes of the provision of the Services. The Principal shall also provide the Contractor with the necessary access to

various IT systems and or applications of the Principal as may be required for the performance of this Agreement.

- 5.2. In the event the Principal observes or otherwise becomes aware of any error, fault, omission, or defect in the Services, the Principal shall give prompt notice thereof to the Contractor. The Contractor shall have the obligation to correct such error, fault, omission, or defect in the Services.

## 6. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 6.1. For the duration of the Agreement the Contractor shall:
  - 6.1.1. in performing its obligations under this Agreement, exercise reasonable professional skill, diligence and care as may be expected of a properly qualified and competent person carrying out services of a similar size, nature, type and complexity;
  - 6.1.2. ensure that its personnel are properly qualified and competent;
  - 6.1.3. at all times during the term of the Agreement comply with all the applicable statutory laws and regulations of the Republic of Latvia;
  - 6.1.4. comply, where applicable, with any reasonable requirements of the Principal not otherwise provided for in this Agreement;
  - 6.1.5. comply with the Contractor's Declaration, which is attached as Annex No 3: Contractor's Declaration and constitutes integral part of the Agreement.
- 6.2. During the term of the Agreement and during 5 (five) years from expiration or termination of this Agreement for any reason whatsoever, the Contractor shall keep and maintain clear, adequate and accurate records and documentation evidencing, that the Services have been and are being carried out appropriately.
- 6.3. In carrying out the Services, the Contractor may only rely on the services of those approved sub-contractors and staff listed in *Annex No 4: List of approved Sub-Contractors and Staff*, as such list may, from time to time, be modified or supplemented in agreement with the Principal and in accordance with the terms and subject to the criteria contained in the applicable Public Procurement Law of the Republic of Latvia. The Contractor shall have an obligation to notify the Principal in writing of any changes to Sub-Contractor or Staff data specified in *Annex No 4: List of approved Sub-Contractors and Staff* occurring during the term of this Agreement and of the required information for any new Sub-Contractors or Staff member which it may subsequently engage toward provision of the Services.
- 6.4. Pursuant to the Public Procurement Law of the Republic of Latvia the Contractor shall obtain prior written consent of the Principal for the replacement of each Sub-contractor or each Staff member, or each key personnel indicated in *Annex No 4: List of approved Sub-Contractors and Staff* and involvement of additional Sub-contractors or Staff members, or key personnel.
- 6.5. Review and evaluation of the replacement of Sub-contractors or Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Principal in accordance with Section 62 of the Public Procurement Law of the Republic of Latvia.
- 6.6. The Contractor shall replace the Sub-contractor and/or Staff member which, during the effectiveness of this Agreement, meets any of the compulsory grounds for exclusion of tenderers (or sub-contractors) that were verified during the Procurement Procedure.
- 6.7. Parties shall specify the name of each approved sub-contractor as of the Effective date in *Annex No 4: Approved Sub-Contractors and staff*. The Contractor shall have an obligation to notify the Principal in writing of any changes to subcontractor data specified in *Annex 4: Approved subcontractors and staff* occurring during the term of this Agreement and of the required information for any new subcontractor which it may subsequently engage toward provision of the Services.
- 6.8. The Contractor retains the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of any of its approved sub-contractors and staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor.
- 6.9. Except with the Principal's knowledge and express written permission, the Contractor shall not engage in any activity, or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgment and performance with respect to the Agreement. In performing the Services, the Contractor shall take all necessary measures

to prevent any situation where the impartial and objective implementation of the Services is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

- 6.10. The Contractor undertakes to inform the Principal on detected vulnerabilities of information and communication technology related to Services utilized by the Principal and shall also provide the Principal with mitigation measures and deadlines for the implementation of such measures.
- 6.11. By entering into this Agreement, the Contractor warrants that the Contractor and each of its subcontractors is:
  - 6.11.1. a legal person:
    - (a) registered in a member state of to the North Atlantic Treaty Organization (hereinafter - NATO), the European Union or the European Economic Area;
    - (b) whose beneficial owner is a citizen of a member state of NATO, the European Union or the European Economic Area or a non-citizen of the Republic of Latvia;
    - (c) whose manufacturer of the software or equipment used for the provision of the Services is a legal person that is registered in a country that is a member state of NATO, the European Union or the European Economic Area, or a natural person who is a national of the Republic of Latvia, or is a citizen of a member state of NATO, the European Union or the European Economic Area;
  - 6.11.2. or a natural person who is a national of the Republic of Latvia or is a citizen of a member state of NATO, the European Union or the European Economic Area.
- 6.12. The Contractor undertakes to immediately inform the Principal regarding any changes of its and its subcontractors' beneficial owners during the performance of this Agreement. The Agreement shall be terminated with immediate effect if the restrictions specified Clause 6.6 of this Agreement have occurred in relation to the beneficial owners and the competent national safety authority has not agreed on the continuation of this Agreement.

## **7. SECURITY CLEARANCE REQUIREMENTS**

- 7.1. The Contractor shall not involve in the performance of the Agreement a person convicted of an intentional criminal offense (employees, subcontractors and/or any other person and personnel), regardless of the criminal record having been set aside or extinguished, and/or a person of whom there are known facts that give grounds to doubt his or her ability to retain restricted access and/or classified information, as well as a person who has or may have a conflict of interest by involving him in the performance of the obligations under this Agreement.
- 7.2. At the Principal's request, the Contractor shall submit to the Principal a statement (certificate) from the relevant state penalty register regarding the criminal record of the natural person who will be involved in the performance of the Agreement.
- 7.3. In order to assess the compliance of the natural person whom the Contractor intends to involve in the performance of the Agreement with the requirements specified in Clause 7.1. of this Agreement, the Principal has the right to organize an additional security compliance check.
- 7.4. The Contractor undertakes to inform the natural person involved in the performance of the Agreement about the processing of personal data performed by the Principal when organizing a security compliance check.
- 7.5. The Contractor shall submit to the Principal in writing at least 10 (ten) business days prior to the involvement of any natural person in the performance of the Agreement the following information of the person: name, surname, personal identification code (or equivalent personal identification information), place of birth, position, company name (in case involved staff of sub-contractor), the country from which the physicist comes, e-mail (with service provider's domain). At the Principal's request, the Contractor shall also submit a brief description of the role and responsibilities of the natural person in the performance of the Agreement.
- 7.6. The Principal has the right, at its own discretion, to prohibit a natural person specified by the Contractor from performing tasks related to the performance of the Agreement by notifying the Contractor thereof in writing if the requirements referred to in this section of the Agreement are not complied with. The Parties agree that such decision of the Principal is incontestable.

- 7.7. If the Principal prohibits a natural person specified by the Contractor from performing the tasks related to the performance of the Agreement, the Contractor shall replace this natural person with another natural person by notifying the Principal in accordance with the procedure laid down in of Clause 7.5. of the Agreement.
- 7.8. If the Contractor cannot replace a natural person or if its replacement would cause disproportionately high expenses to the Contractor, the Contractor shall immediately provide the Principal with a motivated explanation and the Parties shall try to agree on possible conditions and procedures in which this natural person may perform tasks related to the performance of the Agreement.
- 7.9. The Contractor shall take all necessary actions and measures in a timely manner to ensure that a natural person is not involved in the performance of the Contract, or the involvement is immediately terminated if the natural person does not comply with Clause 7.1 of this Agreement, otherwise creates or may create security risks for the Principal, incl. risks to the Principal's information systems, information or data, as well as risks to the Principal's reputation or operations.
- 7.10. The Contractor is obliged to provide:
  - 7.10.1. that a natural person who does not comply with the security clearance requirements is not involved in the performance of the Agreement;
  - 7.10.2. to immediately replace a natural person who does not comply with the requirements of the security clearance in accordance with the provisions of this Agreement (and/or with the requirements of the Public Procurement Law);
  - 7.10.3. to observe and not contest the Principal's written instructions and decisions in accordance with Section 7 of the Agreement;
  - 7.10.4. to provide the Principal with all the necessary information and support related to the necessity to change a natural person.
- 7.11. In any case, the Contractor shall immediately notify the Principal in writing of any situation that has arisen before the start and during the performance of the Agreement, as a result of which there is or may be a risk of involving a natural person who does not comply with the security clearance requirements of Section 7 of this Agreement, as well as notifies the Principal in writing of the replacement of such natural person involved in the performance of the Agreement.
- 7.12. If the Contractor violates the conditions referred to in Section 7 of this Agreement and/or disregard Principal's instructions regarding security clearance requirements then it constitutes a material breach of the Agreement and as grounds for the Principal to unilaterally terminate the Agreement by notifying the Contractor in writing 1 (one) business day in advance.
- 7.13. The Contractor is obliged to observe and not contest the Principal's written instructions and decisions in accordance with Section 7 of this Agreement.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Principal has rights to fully use the deliverables provided by the Contractor in accordance with the provisions of this Agreement for their designed purposes without any additional authorizations from the Contractor.
- 8.2. Subject to Clause 8.3 of this Agreement, the Parties hereby acknowledge that insofar as allowed by the statutory law the deliverables (if any) will be regarded as full legal property (including any intellectual property rights) of the Principal. In the event that the Principal may not, by operation of law or otherwise, be deemed to own any such deliverables, the Contractor agrees to assign to the Principal, and to the extent permitted by applicable law does hereby irrevocably and unconditionally assign to the Principal all right, title and interest in and to such deliverables. To the extent any of the Contractor's rights in such deliverables, including without limitation any moral rights, are not capable of assignment under applicable laws, the Contractor hereby irrevocably and unconditionally waives all enforcement of such rights to the maximum extent permitted under applicable laws.
- 8.3. This Clause 8.3 shall be applicable only if the Parties will separately agree on application of this Clause towards the specific deliverable before the Contractor commences the work on or delivery of the respective deliverable. Where the deliverable will be based on or will be the intellectual property of any third party (other than the employees of the Contractor) and such third party will not agree to transfer the ownership rights of the deliverable to the Contractor (and thus the Contractor will not be able to transfer it to the Principal pursuant to Clause 8.2), the respective owner of the respective intellectual

property rights shall own and retain all rights, title, and interest in such deliverable. However, the Contractor shall ensure that, subject to payment for the respective deliverable, the respective third party will grant to the Principal a non-exclusive, non-transferable right and license to access and use the respective deliverable as long as the Principal will need it. The Principal will not (i) sell, rent, lease, sublicense, distribute or assign such deliverable, (ii) reverse engineer, decompile, or disassemble such deliverable, (iii) remove or obscure any third party's or its licensor's patent, trademark, proprietary rights notices, or legends contained or affixed to such deliverable.

## **9. LIABILITY**

- 9.1. The Contractor shall be liable to compensate damages incurred by the Principal arising out of or in connection with this Agreement and pay contractual penalty if a breach of any of the obligations of the Contractor under this Agreement is established against the Contractor. The Principal shall be liable to pay the contractual penalty if a breach of payment obligations of the Principal under this Agreement is established against the Principal.
- 9.2. If the Principal fails to make any payment due to the Contractor under this Agreement on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:
  - 9.2.1. terminate this Agreement by giving written notice to the Principal provided that the Principal fails to make the due payment within 10 business days after receiving written notice from the Contractor giving full particulars of the payment due and requiring such payment to be made within 10 business days; and
  - 9.2.2. charge the Principal a penalty of 0.5 (zero point five) per cent of the unpaid amount for each day of delay, but not more than 10 (ten) per cent of the unpaid amount (both before and after any judgement), until payment in full is made.
- 9.3. If the Contractor does not comply with a deadline for completion of Services agreed upon in Orders or does not conform with the time limits set for correcting faults and errors made then, without prejudice to any other right or remedy available to the Principal, the Principal shall be entitled to charge the Contractor a penalty of 0.5 (zero point five) per cent of the unpaid amount for each day of delay, but not more than 10 (ten) per cent of the unpaid amount (both before and after any judgement), until payment in full is made.
- 9.4. Payment of a contractual penalty shall not release the Parties from the performance of obligations arising out of this Agreement.

## **10. TERMINATION**

- 10.1. Any Party may terminate this Agreement by submitting a written notice to the other Party at least 30 days in advance:
  - 10.1.1. if the other Party commits a material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of written notice being given by the suffering Party requiring the remedy;
  - 10.1.2. if liquidation, bankruptcy, insolvency or legal protection proceedings have been initiated against the other Party or if the other Party itself has filed for liquidation, bankruptcy, insolvency or legal protection proceedings.
- 10.2. The Principal may terminate this Agreement with immediate effect by submitting a relevant written notice to the Contractor:
  - 10.2.1. if the Contractor fails to meet any requirements set out for the data processing within the European Union, in the Agreement, or in any applicable law;
  - 10.2.2. if by the third party's decision the Connecting Europe Facility (CEF) co-financing of the Agreement becomes unavailable to the Principal fully or partly;
  - 10.2.3. if international or national sanctions, or substantial sanctions by a Member State of the European Union or the North Atlantic Treaty Organization affecting the financial and capital market interests have been imposed on the Contractor;
- 10.3. In cases stipulated in Clause 10.1 and 10.2, the Principal shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Principal is not obliged to pay contractual or any other penalty or damages to the



Contractor. In any other situation the Principal may exercise its right to partially accept Services or part of Services, thus remunerating the Contractor for the partially accepted Services or part of Services.

- 10.4. The Parties may terminate this Agreement by submitting a 3 (three) months prior written notice to the other Party.
- 10.5. The Parties may amend the Agreement on the basis of a mutual, written agreement.

## **11. PERSONAL DATA PROTECTION**

- 11.1. The Parties shall have the right to process personal data obtained from the other Party only for the purpose of fulfilling the obligations under this Agreement, while ensuring compliance with the requirements of 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 (General Data Protection Regulation).
- 11.2. The Party transferring the personal data to the other Party for processing shall be responsible for obtaining the consent of the data subjects concerned.
- 11.3. The Parties undertake not to transfer to third parties the data of natural persons obtained from the other Party, except in cases when the Agreement provides otherwise, or the regulatory enactments provide for the transfer of such data.
- 11.4. If, in accordance with regulatory enactments, a Party may be obliged to transfer to third parties the personal data obtained from the other Party, it shall inform the other Party thereof prior to the transfer of such data, unless prohibited by regulatory enactments.
- 11.5. Notwithstanding the provisions of Clause 11.3 of the Agreement, the Contractor agrees that the Principal transfers the personal data received from the Contractor to third parties who provide services to the Principal and with whom the Principal cooperates to ensure its operation and performance of the Agreement.
- 11.6. The Parties undertake to destroy, at the request of the other Party, the data of natural persons obtained from the other Party if the need to process them to ensure the performance of the Agreement ceases.

## **12. CONFIDENTIALITY**

- 12.1. **"Confidential Information"** means all information of a confidential nature relating to the Parties and their affiliates which is supplied by the Party (whether before or after the date of this Agreement) to the other Party, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents which contain or otherwise reflect or are derived from such information.
- 12.2. Both Parties shall at all times keep confidential (and take reasonable steps to procure that its employees and agents shall keep confidential) and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information obtained during implementation of this Agreement, relating to the Services, other Party's business methods, plans, systems, finances, projects, trade secrets. The obligation to keep confidentiality shall remain effective also after the expiration or termination of this Agreement.
- 12.3. Upon termination of this Agreement for whatever reason both Parties shall deliver to the other Party all working papers or other material and copies provided to him pursuant to this Agreement or prepared by him either in pursuance of this Agreement or previously.
- 12.4. The Parties agree that the Principal, the Contractor and the employees and staff of the Contractor who during the performance of the Services shall be granted access to the IT systems and/or data or information of the Principal shall sign a tripartite mutual agreement on the nondisclosure of Confidential Information of the Principal.

## **13. VISIBILITY REQUIREMENTS**

- 13.1. The Contractor is obliged to comply with the following visibility requirements:
  - 13.1.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Principal, any other third person or makes publicly available must include the following:

- (a) a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
- (b) (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
- (c) the European Union flag.

13.1.2. Requirements set in Clause 13.1.1.a and 13.1.1.c can be fulfilled by using the following logo:



## **Co-financed by the Connecting Europe Facility of the European Union**

13.1.3. If the Contractor shall use this logo, the Contractor shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

13.1.4. The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose, the Contractor shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Agreement the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

## **14. CHECKS AND AUDITS**

- 14.1. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check without an advance notice, the Principal may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out. On-the-spot visits may be carried out either directly by the authorized staff of the Principal or by any other outside body authorized to do so on behalf of the Principal. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Principal shall ensure that any outside body authorized shall be bound by the confidentiality obligation. The Contractor shall provide to the performer of the on-the-spot visit or any other outside body authorized access to all the information and documents, including information and documents in electronic format, which is requested by the authorized staff of the performer of the on-the-spot visit or any other outside body authorized for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorized staff of the performer of the on-the-spot visit or any other outside body authorized copying of the information and documents, with due respect to the confidentiality obligation.
- 14.2. By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.
- 14.3. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check or audit without an advance notice, the Principal may carry out technical, legal and financial checks and audits in relation to the implementation of the Agreement. Checks and audits may be carried out either directly by the authorized staff of the Principal or by any other outside body authorized to do so on Principal's behalf. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis.
- 14.4. Contractor shall provide to the performer of the check or audit or any other outside body authorized access to all the information and documents, including information in electronic format, which is

requested by the performer of the check or audit or any other outside body authorized for the performance of the check or audit and which relates to the implementation of the Agreement, as well as shall allow the performer of the check or audit or any other outside body authorized by it copying of the information and documents with due respect to the confidentiality obligation.

## **15. FORCE MAJEURE**

- 15.1. If an extraordinary situation arises that is beyond the control of the Parties and which could not be reasonably predicted by the relevant Party, which makes the fulfilment of the obligations pursuant to the Agreement absolutely impossible, this situation is deemed to be *force majeure*, such as war, strike, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and is not caused by the negligence or intentional conduct or misconduct of the nonperforming Party.
- 15.2. In case of force majeure the affected Party must notify the other Party without any undue delay and provide proof of the event occurred.
- 15.3. The affected Party's obligations will be suspended as long as the extraordinary force majeure situation lasts. The other Party's counter-performances will be suspended during the same period of time.

## **16. SEVERABILITY**

- 16.1. If any provision of this Agreement is found to be illegal, invalid or unenforceable under applicable law effective during the term of this Agreement, the remaining provisions of this Agreement will nevertheless remain binding. The Parties will negotiate in a good faith to replace the invalid provision with a provision with the economic effect as close as possible to that of the illegal, invalid or unenforceable provisions.
- 16.2. None of the contracting Parties may transfer its rights and obligations to a third party without a prior written approval of the other Party.

## **17. REIMBURSEMENT OF TRAVEL EXPENSES**

- 17.1. The Principal shall reimburse the travel expenses incurred by the Contractor during the provision of the Services only in the following cases:
  - 17.1.1. travel expenses are indicated and agreed in the corresponding Order;
  - 17.1.2. travel expenses incurred for the implementation of the corresponding Order;
  - 17.1.3. travel expenses are justified by documents.
- 17.2. In case the Principal for the implementation of a particular Order requires the Contractor's employee(s) to travel from his/her place of residence or Contractor's office (whatever is applicable) for more than 200 km one way, the Principal shall reimburse incurred travel<sup>2</sup> expenses for the Contractor's employee(s) included in a particular Order.
- 17.3. For the implementation of a particular Order where traveling is included, Contractor's employee(s) shall ensure average level economical travel and accommodation expenses. The Contractor's employee(s) reserves the right to choose the accommodation.
- 17.4. The following travel expenses are subject to reimbursement:
  - 17.4.1. Bus travel expenses if distance of less than 400 km one-way;
  - 17.4.2. Second-class rail travel expenses if distance of less than 400 km one-way;
  - 17.4.3. Economy class air travel expenses if distance of more than 400 km one-way;
  - 17.4.4. A travel expense (a return ticket) shall not exceed 500 EUR. Travel expense exceeding 500 EUR on return ticket will be reimbursed at 500 EUR max.

## **18. GOVERNING LAW AND DISPUTE RESOLUTION**

- 18.1. This Agreement is governed by the laws of the Republic of Latvia.

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<sup>2</sup>The point of departure shall be limited to the location in Europe.

18.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, will be settled by courts of the Republic of Latvia.

## 19. ANNEXES

- 19.1. Annex No 1: Technical Specification;
- 19.2. Annex No 2: Contractor's Financial Proposal;
- 19.3. Annex No 3: Contractor's Declaration;
- 19.4. Annex No 4: Approved Sub-Contractors and Staff.

## 20. SIGNATURES

On behalf of **RB Rail AS**

Agnis Driksna  
Chairperson of the Management Board

On behalf of **Hnit-Baltic UAB**

Linas Gipiškis  
Managing director

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH SAFE ELECTRONICAL SIGNATURE AND CONTAINS  
TIME SEAL*

## ANNEX NO 1: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION FOR THE PROCUREMENT  
"GIS support and development services"  
(ID NO. RBR 2022/5)



Co-financed by the Connecting Europe  
Facility of the European Union

Riga  
2022

## 1. ABBREVIATION

- 1.1. **ArcGIS Pro** – Desktop GIS software;
- 1.2. **Esri** – Esri global, ArcGIS software developer;
- 1.3. **GIS** – Geographic information system;
- 1.4. **GP** – geoprocessing;
- 1.5. **P6** – Oracle’s Primavera P6 EPPM;
- 1.6. **SQL Server** – Relational database management system.

## 2. INTRODUCTION TO RAIL BALTICA

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520 mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

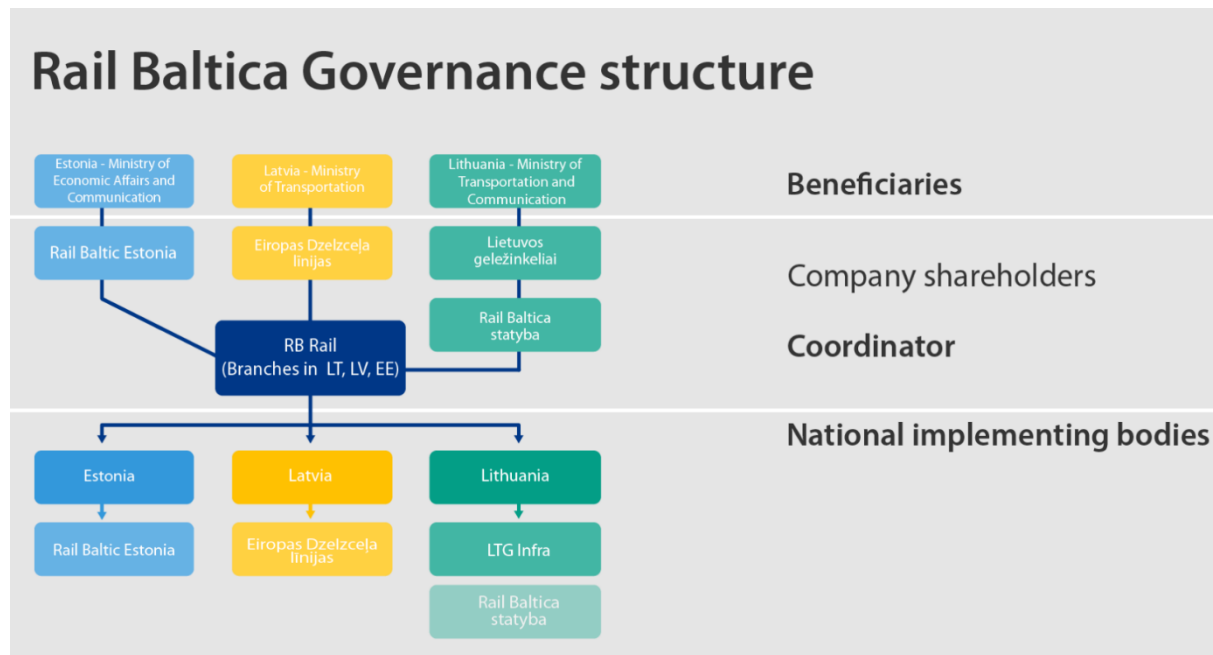
The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe’s largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new trans-shipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The Contracting authority RB Rail AS (RBR) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU.

The diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for co-financing and signed Grant Agreements under the Connecting Europe Facility (CEF) Transport sector in 2014, 2015, 2016, 2020 and 2021 (six grant agreements in total) to support the Global Project expenses.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double-track 1435 mm gauge electrified and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

### 3. OBJECTIVE AND GENERAL DESCRIPTION OF THE SERVICES

Through the public procurement RB Rail AS (the Company) seeks to purchase the GIS support, development, and consultation services (the Services) for the Company owned Esri ArcGIS environment to foster the sustainable asset management and improve the GIS services quality provided to the entire Rail Baltica project. Additional development may also include connection development between ArcGIS solution and other software solutions.

#### 3.1. Description of the Services

- 3.1.1. The Consultant shall guide the Company through the Esri ArcGIS Environment (ArcGIS Enterprise, ArcGIS Online, Spatial Databases, ArcGIS Pro etc.) installation, configuration, maintenance and upgrading process, including development and maintenance of database for assets.
- 3.1.2. The Consultant shall assist on the development and implementation of the Company's GIS policy e.g., GIS Strategy, Users Management Strategy, Data Management Strategy, etc.
- 3.1.3. The Consultant shall advise and assist on management of ArcGIS Enterprise environment (incl. Portal, Server, Datastore, Spatial databases, etc.).

- 3.1.4. The Consultant shall advise and assist Company's IT team on configuring necessary IT infrastructure to ensure sufficient GIS performance.
- 3.1.5. The Consultant shall advise on GIS data security issues.
- 3.1.6. The Consultant shall help to fully assess the existing GIS infrastructure (including the IT infrastructure required for GIS operations) and propose ways to improve it.
- 3.1.7. The Consultant shall advise on how to improve existing GIS workflows.
- 3.1.8. The Consultant shall advise on GIS, BIM, 3D data integration issues.
- 3.1.9. The Consultant shall advise and assist in the development of the Company's public GIS infrastructure.
- 3.1.10. The Consultant shall provide the requested support for various GIS projects in all Rail Baltica project countries (Estonia, Latvia, Lithuania).
- 3.1.11. The Consultant shall provide training/training materials to the Company's employees, if the Company or the Consultant consider it necessary for the successful implementation of the GIS.
- 3.1.12. The Consultant shall advise and develop connections for and on data exchange with other systems, e.g., Bentley ProjectWise, Oracle Primavera P6, Microsoft SharePoint, Autodesk (AutoCAD, Revit, Civil 3D, BIM 360, Navisworks, etc.) etc.
- 3.1.13. The Consultant shall assist and advise the Company in preparing specifications related to the collection of data required for GIS.
- 3.1.14. The Consultant shall assist and advise on developing a detailed strategy of laser scanning/photogrammetry data collection and setting out requirements for data representation and visualization in ArcGIS environment.
- 3.1.15. The Consultant shall advise and assist on developing ArcGIS Enterprise and ArcGIS Online interfaces for reporting and data entry.
- 3.1.16. Consulting services will not include the scope of Esri Technical Support services.
- 3.1.17. Consultant must inform Company about identified vulnerabilities of the provided services and products, elimination measures and deadlines thereof during the validity period of the contract.

### **3.2. Priority tasks to be performed**

- 3.2.1. The Consultant shall guide the Company (IT and GIS teams) through ArcGIS Enterprise update from version 10.8.1 to 10.9. or newer (if a newer version is available at that time). The Consultant shall help to plan the entire process, supervise the process, and ensure that all steps are performed properly.
- 3.2.2. The Consultant shall organize and perform an audit of the existing Company GIS Infrastructure. The aim of the task is to carry out comprehensive assessment of the Company GIS infrastructure (ArcGIS Enterprise, SQL GDB, GIS related IT infrastructure etc.), identify issues / inconsistencies and propose improvements / solutions / recommendations based on the specific Company needs and best practices.
- 3.2.3. The Consultant shall develop Oracle Primavera P6 and ArcGIS integration geoprocessing tool (GP).

### **3.3. Communication between the Company and the Consultant**

- 3.3.1. Communication under the Contract must be carried out by using the Consultant electronic systems (preferably if the Consultant has one) or by email.
- 3.3.2. Consulting hours will be ordered on demand.
- 3.3.3. Upon receipt of official request, the Consultant must respond within 3 (three) business days. If such term is too short for the Consultant to provide a qualified response, the Consultant must notify the Company in advance and agree on a date by which a response will be provided.
- 3.3.4. If the Consultant does not respond in any way to the request within 3 (three) business days, the Consultant will be deemed to have refused to provide the service.



- 3.3.5. The kick-off meeting shall be arranged within 5 (five) business days after the Company submits an order for a new service. This requirement applies when the Company deems it necessary to have kick-off meeting.
- 3.3.6. Other meetings will be arranged, if the Company or Consultant considers it necessary.
- 3.3.7. After each meeting, Minutes of the Meeting (MoM) must be prepared by the Consultant within 3 (three) working days after meeting and approved by the Company.
- 3.3.8. All decisions must be documented and approved by both parties. No verbal agreements will be considered valid.
- 3.3.9. If the service is the development of a specific tool, widget, code etc., the service will only be paid for once the product has been developed and approved by the Company.
- 3.3.10. Before submitting the Deed of Acceptance and invoice, the Consultant must provide the Company with a detailed report of the tasks performed and obtain approval.

#### **3.4. Invoicing and payment**

- 3.4.1. Consulting services will be paid monthly.
- 3.4.2. The Consultant will provide an hourly rate of consultation (EUR per hour).
- 3.4.3. Once a month, by the 5th day of the month, the Consultant shall submit to the Company a deed of acceptance specifying all the orders made and executed in the previous calendar month as well as an invoice for the aforementioned orders.
- 3.4.4. The Company has rights to raise objections to the quality of services within 7 (seven) days from the date of the delivery of the Deed of Acceptance.
- 3.4.5. The Company will pay each correct invoice for respective period no later than 30 (thirty) days after the date when the respective Deed of Acceptance has been accepted by the Company.

**ANNEX NO 2: CONTRACTOR'S FINANCIAL PROPOSAL**

[CONFIDENTIAL]

### ANNEX NO 3: CONTRACTOR'S DECLARATION

I, the undersigned duly authorised representative, on behalf of Hnit-Baltic UAB, undertake:

1. To respect the freely-exercised right of workers, without distinction, to organise, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organise, to carry out trade union activities and to bargain collectively;
2. Not to use forced or compulsory labour in all its forms, including but not limited to not employ people against their own free will, nor to require people to lodge 'deposits' or identity papers upon commencing employment;
3. Not to employ: (a) children below 15 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
4. To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognised under the national law of the country or countries where the performance, in whole or in part, of a contract takes place;
5. To ensure the payment of wages in legal fashion, at regular intervals no longer than one month, in full and directly to the workers concerned; to keep an appropriate record of such payments. Deductions from wages will be conducted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned shall be informed of such deductions at the time of each payment. The wages, hours of work and other conditions of work shall be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out;
6. To ensure that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent risk of accidents or of adverse effects to health;
7. To support and respect the protection of internationally proclaimed human rights and not to become complicit in human rights abuses;
8. To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment;
9. To have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment; wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices;
10. To identify and manage chemical and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, recycling or reuse and disposal;
11. To monitor, control and treat as required prior to discharge or disposal wastewater and solid waste generated from operations, industrial processes and sanitation facilities;
12. To characterise, monitor, control and treat as required prior to discharge or disposal air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations;
13. To reduce or eliminate at the source or by practices, such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials, waste of all types, including water and energy;
14. To adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery;
15. To disclose (a) any situation that may appear as a conflict of interest, such as but not limited to: where an Insurer or an undertaking related to the Insurer has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries' or Implementing Bodies' official, professional under contract with Beneficiary or Implementing Body or sub-

- contractor may have a direct or indirect interest of any kind in the Insurer's business or any kind of economic ties with the Insurer;
16. Not to offer any benefit such as free goods or services, employment or sales opportunity to a Beneficiary's and Implementing Body's staff member in order to facilitate the Insurers' business with Beneficiaries or Implementing Bodies;
  17. Within a period set in the applicable national legislation following separation from service or award of a contract, as the case may be, to refrain from offering employment to any Beneficiaries' and Implementing Bodies' staff in service and former Beneficiaries' and Implementing Bodies' staff members who participated in the procurement process and to whom a legal restriction to receive material benefits from or be employed by an Insurer which participated in a procurement procedure or restrictions with similar effect applies;
  18. To promote the adoption of the principles set forth in this Insurer's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own suppliers;
  19. Not procure goods, works and services from other suppliers:
    - a) who, or its member of the Management Board or the Supervisory Board or procurator of such supplier, or a person having the right to represent such supplier in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
      - i. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing, management of criminal organisation;
      - ii. fraud, misappropriation or laundering, human trafficking;
      - iii. evading payment of taxes and payments equivalent thereto,
      - iv. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
    - b) who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
      - i. employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;
      - ii. employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;
    - c) who fall under restrictive measures, imposed by EU and are included in the list of sanctioned suppliers and/or sanctioned persons, originated from sanctioned countries (including transportation of goods via the ports of sanctioned countries);
    - d) who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical agreement aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel agreement, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;
    - e) whose insolvency proceedings have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case I shall evaluate the possibility of such supplier to participate in the tender), economic activity of such supplier has been suspended or discontinued, proceedings regarding bankruptcy of such supplier have been initiated or such supplier will be liquidated;
    - f) who has tax debts according to the applicable procurement law (subject to the allowability to remedy the situation according to the applicable law) in the country where the procurement is organised or a country where such supplier is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

Linās Gipiškis Managing Director

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH SAFE ELECTRONICAL SIGNATURE AND CONTAINS TIME SEAL*

**ANNEX NO 4: APPROVED SUB-CONTRACTORS AND STAFF**

[CONFIDENTIAL]