

**FRAMEWORK AGREEMENT**  
*on Event Organization Services*

between

**RB Rail AS**  
("Company")

and

**SIA "Ideju Institūts"**  
("Contractor")

Contract registration number **1.19/LV-2022-29-2**

CEF Contract No. INEA/CEF/TRAN/M2019/2098304,  
other signed  
or future Grant Agreements;

Procurement procedure identification No. RBR 2022/10

Riga

August 2022



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# FRAMEWORK AGREEMENT

## *on Event Organization Services*

This Agreement is entered into in Riga, *on the date indicated on the timestamp of the last signature of the Agreement*, by and between:

- (1) **RB Rail AS**, a public limited liability company registered in the Latvian Commercial Register with registration No. 40103845025 and legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Company"), **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
  - (2) SIA "**Ideju Institūts**", a company registered in Latvia registration No. 40003575995, legal address at Kalnciema 35, Riga, LV-1046, Latvia, (**the "Contractor"**), **represented by** \_\_\_\_\_, on the other side,
- (the Company and the Contractor referred to as the "Parties" and separately – as the "Party").

### WHEREAS:

- (A) this Agreement is entered into under the Rail Baltica 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 with 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 (**the "Global Project"**);
- (B) the Company has organised a procurement procedure "Events Organisation in Baltic states for Rail Baltica Global Project" (identification No. RBR 2022/10) (the "Procurement Procedure") where the tender proposal submitted by the Contractor (the "Contractor's Proposal") together with the tender proposals of the Other Contractors (as defined below) was selected for entering into a framework agreement to provide the Services (as defined below);
- (C) this Agreement is co-financed from the Connecting Europe Facility ("CEF"), Transport Sector Agreement No INEA/CEF/TRAN/M2019/2098304; activity No Activity 8: International promotion, engagement, cooperation, communication and PR (RB Rail, EE LV, LT),
- (D) and other signed grant agreements or future grant agreements (**the "Grant Agreements"**) to be signed;

**THEREFORE**, the Parties agree as follows:

### 1. DEFINITIONS, INTERPRETATION AND ORDER OF PRECEDENCE

- 1.1. Definitions. In this Agreement, unless the context requires otherwise, the following definitions shall have the following meaning:
  - 1.1.1. "Acceptance Deed" means a deed of acceptance substantially in the form of **Annex A**.
  - 1.1.2. "Agreement" means this Agreement together with all its Annexes; whenever in the Agreement there is a reference to the Agreement, it includes a reference to all its Annexes, and reference to specific Annex following the reference to the Agreement is without prejudice to it.
  - 1.1.3. "Annex" means any of the annexes enclosed to this Agreement and listed in Clause 1.3.
  - 1.1.4. "Applicable Laws" means any legislative act, regulation, decree, order, ordinance, statute, treaty, directive, judgment, or other legislative measure applicable to the Agreement, the Services, the Parties, etc. (including, but not limited to the Public Procurement Law of the Republic of Latvia).
  - 1.1.5. "Approved Staff" means any person or organization listed in **Annex B** which is in a contractual relationship with the Contractor to provide a part of the Services.
  - 1.1.6. "Approved Sub-Contractor" any person or organisation listed in **Annex B** which is in a contractual relationship with the Contractor to provide a part of the Services.

- 1.1.7. "Assignment" means the specific instance of the Services that is procured by the Company in accordance with this Agreement and with respect to which the specific Assignment Order is signed by the Parties.
- 1.1.8. "Assignment Order" means the agreement between the Company and the Contractor for the implementation of an Assignment in accordance with the form (as may be adjusted from time to time by the Company) in Annex C.
- 1.1.9. "business day" means any day except Saturday, Sunday and any day which is a public holiday in Latvia, Lithuania or Estonia.
- 1.1.10. "CEF" as defined in the Preamble of the Agreement.
- 1.1.11. "Company" as defined in the above list of the parties to the Agreement.
- 1.1.12. "Confidential Information" as defined in Clause 15.1.
- 1.1.13. "Contractor" as defined in the above list of the parties to the Agreement.
- 1.1.14. "Contractor's Proposal" as defined in the Preamble of the Agreement and enclosed in Annex D to the Agreement.
- 1.1.15. "Corrective Period" as defined in Clause 12.3.
- 1.1.16. "Damages" any direct cost, claim, damage, demand, loss, expense or liability incurred by the relevant person.
- 1.1.17. "Data Agreement" the personal data processing agreement with the form and contents enclosed in Annex E (subject to finalization prior to signing and adjustments or amendments reasonably requested by the Company).
- 1.1.18. "Defect" means any error, fault, omission, defect or other non-compliance of the Services with the requirements of the Agreement, the Technical Specification, the Request for Proposal, the Assignment Order, the Applicable Laws, or the Good Industry Practice.
- 1.1.19. "EUR" and "euro" means the official currency of the eurozone, officially known as the euro area.
- 1.1.20. "Fee" as defined in Clause 5.1 of the Agreement.
- 1.1.21. "Framework Agreements" means this Agreement as well as the other identical framework agreements concluded with the Other Contractors based on the results of the Procurement Procedure.
- 1.1.22. "Force Majeure Event" means any of the following:
- (a) an act of the public enemy or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
  - (b) an act of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
  - (c) a natural disaster or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
  - (d) nuclear, chemical or biological contamination, epidemic or pandemic (except for COVID-19 pandemic);
  - (e) strike, lockout or other industrial action other than involving the Contractor or the Company.
- 1.1.23. "Global Project" as defined in the Preamble of the Agreement.
- 1.1.24. "Good Industry Practice" means, in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected to be exercised by a properly qualified and competent person engaged in carrying out the Services or services of a similar size, nature, scope, type and complexity, complying with the Applicable Laws.
- 1.1.25. "Management Fee" as defined in the Procurement Procedure documents (Section 11 of the regulations); the proposed maximum Management Fee of the Contractor amounts to **15 %**.

- 1.1.26. **"Other Contractors"** means the following other contractors that have been chosen by the Company to enter into a framework agreement with the same contents as this Agreement:
- (a) **Sabiedriba ar ierobežotu atbildību "3K Management"**, a company registered in Latvia registration No. 40103179364, legal address at Dzirnāvu street 86/88-10, LV-1050, Riga, with proposed maximum Management fee -10%
- 1.1.27. **"Party" or "Parties"** as defined in the above list of the parties to the Agreement.
- 1.1.28. **"Procurement Procedure"** as defined in the Preamble of the Agreement.
- 1.1.29. **"Representatives"** as defined in Clause 10.4.
- 1.1.30. **"Request for Proposal"** as defined in Clause 4.2.1.
- 1.1.31. **"Service Provider"** means the Contractor and/or any of the Other Contractors.
- 1.1.32. **"Services"** as defined in Clause 2.1.
- 1.1.33. **"Signing Date"** means the date on which this Agreement is signed by the Parties as indicated above or, if signed with secure electronic signature, the date indicated on the timestamp of the last signature of the Agreement.
- 1.1.34. **"Supplier's Declaration"** means Appendix 6<sup>1</sup> to the Common Procurement Standards and Guidelines for the Rail Baltica Project.
- 1.1.35. **"Technical Specification"** means Annex 1 of the Procurement Regulations attached in **Annex F** to this Agreement.
- 1.1.36. **"Total Value"** as defined in Clause 3.1.
- 1.1.37. **"Variations"** as defined in Clause 9.1.
- 1.2. **Interpretation.** The following interpretation rules of the provisions of this Agreement shall apply:
- (a) The headings contained in this Agreement shall not be used in its interpretation.
- (b) References to the singular shall include references in the plural and vice versa and words denoting natural persons shall include any other Persons.
- (c) References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.
- (d) Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld.
- (e) **A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.**
- (f) **The words "include" and "including" are to be construed without limitation.**
- (g) **Unless indicated otherwise, all references to "days" shall mean calendar days.**
- (h) Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld.
- 1.3. **Annexes.** The Agreement contains the following Annexes:
- 1.3.1. **Annex A:** Acceptance Deed;
- 1.3.2. **Annex B:** Approved Staff and Approved Sub-Contractors;
- 1.3.3. **Annex C:** Assignment Order;
- 1.3.4. **Annex D:** Contractor's Proposal;

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<sup>1</sup> [https://www.railbaltica.org/wp-content/uploads/2021/06/APPENDIX-6\\_SUPPLIERS-DECLARATION\\_June\\_2021.pdf](https://www.railbaltica.org/wp-content/uploads/2021/06/APPENDIX-6_SUPPLIERS-DECLARATION_June_2021.pdf)

- 1.3.5. **Annex E:** Data Agreement;
  - 1.3.6. **Annex F:** Technical Specification;
  - 1.3.7. **Annex G:** Representatives.
- 1.4. Order of precedence. In the event of any discrepancy or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply:
- (a) this Agreement document (body text);
  - (b) explanations (clarifications) of the Procurement Procedure documentation;
  - (c) the Procurement Procedure documents with the annexes (including the Technical Specification);
  - (d) clarifications of the **Contractor's Proposal**;
  - (e) **the Contractor's Proposal**.

## 2. SERVICES

- 2.1. Services. The subject matter of this Agreement is the event organization services, including but not limited to organizing the events and managing all aspects related to events, covering all the costs and expenses of the events, etc. (**the "Services"**) with respect to the events in Estonia, Latvia, and/or Lithuania as further described in the Technical Specification and each respective Request for Proposal.
- 2.2. On-Demand Basis. This Agreement as well as the other identical Framework Agreements concluded with the Other Contractors are on-demand based with no fixed (promised) workload and/or fixed (promised) overall value.
- 2.3. Framework. The purpose of the Agreement is to define the terms and conditions under which the Contractor may be engaged to provide the Services to the Company. The Agreement is a framework agreement and does not impose an obligation whatsoever on the Company to engage the Contractor to provide the Services, nor does it guarantee any exclusive right to the Contractor to provide the Services. This Agreement entitles the Contractor to participate in mini competitions for the Assignments.
- 2.4. Scope of Services. The scope of the Services for each of the Assignments covers all measures, including those not explicitly listed in the Agreement required for due performance of the Services in accordance with the terms and conditions of the Agreement and achievement of the intended results. When the achievement of the aforementioned is not possible without performance of a measure not explicitly listed in the Agreement, then performance of such a measure is considered as contractual obligation of the Contractor according to the Agreement.
- 2.5. Assignment Orders. For every Assignment which is entrusted to the Contractor pursuant to the Agreement, a separate Assignment Order will be signed by the Parties.
- 2.6. Completion of Assignments. Upon completing the Assignment, the Contractor shall issue to the Company a signed Acceptance Deed. The Acceptance Deed shall include information and, where applicable, supporting documentation with respect to the completed Assignment. Upon receipt of the Acceptance Deed, the Company shall review the submitted Acceptance Deed and, where relevant, the supporting documentation and either (i) approve the Acceptance Deed by co-signing it or (ii) reject the Acceptance Deed and inform the Contractor on the reasons of such rejection. When the reasons for rejection are eliminated/rectified by the Contractor, the Contractor re-submits the Acceptance Deed for review and approval of the Company.
- 2.7. Cancellation of Assignment Order. The Company is entitled to cancel any Assignment Order or Assignment (entirely or partly) by notifying the Contractor's **Representative**. If such notice is issued before commencement of the respective Assignment, the Company shall have no liability towards the Contractor with respect to such cancellation. If such notice is issued after the commencement of the respective Assignment, the Parties shall in good faith agree on compensation to the Contractor of the already incurred direct costs and expenses of the Contractor in relation to such already commenced Assignment, and the Company shall pay such compensation when agreed. Such compensation shall not exceed the amount of the Fee with respect to such already commenced Assignment. This Clause is without prejudice to the rights to terminate and the consequences of termination pursuant to Section 12.

- 2.8. Co-operation. The Parties shall cooperate with one another to fulfil their respective obligations under this Agreement. The Parties shall endeavour to maintain good working relationships among all key personnel engaged toward provision of the Services.
- 2.9. Meetings. The Company shall have a right, at any time during the Services provision period, to convene in person or online meetings with the Contractor for the assessment of any of the Services and/or to discuss other matters relevant to any activities contemplated under this Agreement. The place and time of such meetings shall be within the sole discretion of the Company. The Contractor undertakes to act in good faith and reasonably cooperate with the Company with respect to the holding of and participating in any such meetings. If requested by the Company, the Contractor shall record meetings (also online meetings) between Parties and prepare meeting reports within 5 (five) business days after each meeting. All meeting reports shall be confirmed by the Company.
- 2.10. Circumstances Affecting Performance. Each Party shall have an obligation to promptly notify the other Party in writing of any event or circumstances capable of impeding the proper or timely performance of its respective obligations under this Agreement.
- 2.11. Impediments and Delays. If timely performance of the Services is affected due to impediments or delays caused by the Company or any third parties engaged by the Company:
- (a) the Contractor shall promptly notify the Company of the circumstances and probable effects of such impediment or delay on the performance of the Services (if not notified in timely manner, the Contractor shall lose its right to make any claim in this respect); and
  - (b) the Parties shall in good faith discuss such allegation of the Contractor, and, if agreed, the duration of the Services (including the term for delivery of any pending Services) shall be extended by the number of days directly affected by such impediment or delay.
- 2.12. Language. The Services shall be provided and any written materials be made in high quality English and/or, where appropriate, local language(s).
- 2.13. Defects. During the provision of the Services, the Company is entitled to notify the Contractor of each Defect within reasonable period after the Defect is identified by the Company. Upon discovering a Defect, or upon receipt by the Contractor of a notification of the Defect from the Company, the Contractor shall, **at the Contractor's cost, rectify the Defect within 5** (five) days, unless otherwise reasonably specified by the Company or agreed by the Parties.
- 2.14. No Waiver. The Company's **acceptance** of the Services or any payments under this Agreement shall not be interpreted or construed to operate as a waiver of any right or cause for action under or in relation to this Agreement.
- 2.15. Reporting. If requested by the Company, the Contractor shall, in a format and at intervals to be agreed with the Company, provide the Company with regular reports and status updates on the progress of the Services, and use reasonable endeavours to provide any other information and status updates as may be reasonably requested by the Company at any time.

### 3. TOTAL VALUE AND TERM

- 3.1. Total Value. The total value of all Framework Agreements concluded as a result of the Procurement Procedure together is EUR 290,000 (two hundred ninety thousand euro), excluding VAT (**the "Total Value"**). The Total Value does not in any way bind the Company to procure the Services through this Agreement or other Framework Agreements for the entirety of the Total Value or any other guaranteed amount.
- 3.2. Term. The term of the Agreement is **24 (twenty-four) months** starting on the Signing Date (**the "Term"**). The Term can be extended for a period up to additional 12 (twelve) months if the Total Value has not been fully used prior to the expiry of the initial Term and until the Total Value is fully used.
- 3.3. Expiry. After the expiry of the Term or once the Total Value has been reached, no more new Assignment Orders can be concluded. The Agreement expires once all of the existing Assignment Orders are fully completed by the Contractor and approved by the Company and the Parties have fulfilled their contractual obligations arising out of this Agreement.

#### 4. SELECTION AND MINI COMPETITIONS

- 4.1. Selection of Contractor. In order to receive the Services, the Company will select the Service Provider and conclude an Assignment Order. The Assignments will be allocated by conducting mini competitions.
- 4.2. Procedure of Mini Competitions. The mini competitions are carried out as follows:
  - 4.2.1. The Company invites the Service Providers to implement an Assignment by sending a request **for proposal (the "Request for Proposal")** indicating the planned event, the specific requirements as well as any other relevant details.
  - 4.2.2. After receiving the Request for Proposal, the Contractor shall, within 3 (three) business days, unless otherwise specified in the Request for Proposal, respond by sending its proposal to the specific requests under the Request for Proposal. Failing to respond to the Request for Proposal within the required time period will be considered as a rejection to participate in the respective mini competition.
  - 4.2.3. Mini competition proposals received from the Service Providers will be evaluated and ranked by the Company. The most economically advantageous proposal will be awarded with the implementation of the Assignment. If the received proposals exceed the planned budget or are otherwise untenable to the Company, the Company reserves the right to discontinue the mini competition.
  - 4.2.4. The Company will choose the winner(s) of the mini competition for the provision of the particular Assignment by comparing and evaluating the received proposals based on the criteria specified in the specific Request for Proposal that will follow these general criteria (listed in no particular order and containing no predefined value):
    - (a) the amount of the Fee;
    - (b) potential quality of carrying out the Assignment by the respective Service Provider, taking into account among others the potential workload to be invested for the provision of the particular Assignment or experience of the respective Service Provider in carrying out similar assignments;
    - (c) the cooperation experience with the respective Contractor in previous Assignments based on the performance evaluation(s) pursuant to Clause 4.5 of this Agreement.
  - 4.2.5. The Company will inform the Service Providers participating in the mini competition on the results of each mini competition.
  - 4.2.6. The Service Provider with the most economically advantageous proposal shall be invited to sign the Assignment Order. If more than one proposal is determined to be equally advantageous, then the rights to sign the Assignment Order are provided to the Service Provider who:
    - (a) during the period of 3 (three) years prior to the date of the respective Request for Proposal has organized an event (an international conference or a seminar) with the highest number of participants; or, if such criteria did not help identifying the winner,
    - (b) during the preceding three financial years had the highest average turnover.
  - 4.2.7. The Contractor, if it is invited to sign the Assignment Order, should draft the specific Assignment Order based on the information laid down in the specific Request for Proposal and **the Contractor's** proposal in the mini competition as a response to the specific requests under the Request for Proposal and seek the **Company's approval** by e-mail. So approved Assignment Order should be signed and sent to the Company as soon as possible but not later than within 5 (five) business days after receiving the results of the mini competition. The Assignment Order is first signed by the Contractor and then by the Company. For the avoidance of doubt, the Contractor shall not be entitled to introduce in the Assignment Order any terms, conditions or requirements contradictory to the Agreement or the Request for Proposal, or otherwise being not acceptable to the Company due to any reason.
  - 4.2.8. If the Assignment Order (as approved by the Company) is not signed by the Contractor as envisaged under Clause 4.2.7, the Company is entitled, at its sole discretion, to (i) award the Assignment Order to the Other Contractor who had the second most advantageous proposal



within the respective mini competition, or (ii) cancel the respective mini competition with or without issuing a new Request for Proposal for the same or similar Assignment.

- 4.2.9. After the Assignment Order is signed by the Parties, the conditions set in the Assignment Order become binding upon the Parties and the Assignment shall be executed in accordance with its specific requirements as well as the general provisions set out in this Agreement.
- 4.2.10. The Contractor bears all its costs and expenses incurred in relation to the participation in such mini competitions.
- 4.2.11. The Company reserves the right not to invite the Contractor to participate in a mini competition according to Clauses 4.3 or 4.5.
- 4.3. General Duty to Participate. The Contractor has a right to reject the Request for Proposal only in exceptional cases related to the current workload of the Contractor in relation to other Assignments in progress, or when the Contractor envisages that the implementation of a particular Assignment would result in a conflict with the requirements set in this Agreement. The decision of the Contractor to reject the Request for Proposal shall be provided in writing by stating the reasons for such decision in sufficient detail. If the Contractor has not participated in any two consecutive mini competitions, the Company in addition to other measures available in this Agreement may, at its sole discretion, decide not to invite the Contractor to participate in the next mini competition.
- 4.4. Additional Information. The Contractor has the right to request reasonable explanatory information from the Company regarding the specifics of provision of an Assignment. If the Company finds it necessary to respond, the Company has the obligation to disclose information provided to the **Contractor also to Other Contractors if such information may influence the contents of the Contractor's bid** in the respective mini competition.
- 4.5. Evaluation of Performance. Following completion of each Assignment, the Company will evaluate the Services provided by the respective Service Provider with respect to the particular Assignment, assessing the quality of the Services, compliance of the Service Provider with the set deadlines and milestones, overall co-operation **and, where available, the feedback about the event's organization** received from the participants. In every case where (i) the Assignment Order has not been signed by the Contractor as envisaged under Clause 4.2.7, or (ii) the Assignment has not been implemented in full accordance with the concluded Assignment Order (e.g., the Assignment has been delayed due to factors relating to Contractor or the Assignment has been completed in an unsatisfactory quality, the Assignment has not been completed or only partly completed, etc.), or (iii) the Company has otherwise determined that the Services provided by the respective Service Provider with respect to the particular Assignment have overall been unsatisfactory, the Company in addition to other measures available in this Agreement may, at its sole discretion, decide not to invite the Contractor to participate in the next mini competition.

## 5. FEE AND PAYMENTS

- 5.1. Fee. In consideration of provision of the Services, the Company undertakes to pay the Contractor a fee in the total amount set forth in accordance with the Assignment Order (the "Fee"). The Fee includes the Management Fee as well as compensation for all the pre-agreed costs (subject to the specific Assignment Order) and expenses in relation to each specific event. Unless otherwise stated in the Assignment Order, the Fee specified in the Assignment Order excludes value added tax that will be charged at the rate applicable in accordance with Applicable Law at the time of invoicing.
- 5.2. Advance payments. If such an option is envisaged under the Assignment Order, the Contractor may receive an advance payment in the amount up to 10% (ten percent) of the Fee payable under the respective Assignment Order. Such advance payment, if any, is made within 10 (ten) days after the Assignment Order is signed by the Parties and the Contractor has sent the respective invoice.
- 5.3. Compliance with tax obligations. It is acknowledged and agreed by the Parties that the Fee shall include all taxes and duties payable by the Contractor in the consequence of provision of the Services (other than VAT). The Contractor shall, at the sole cost and expense of the Contractor, comply with the obligation to pay all taxes and duties relevant to the provision of the Services in accordance with Applicable Law. In addition, the Contractor shall assume all risks associated with the payment or obligation to pay such taxes and duties, if any. The Contractor assumes all risks associated with the possible increase in the amount of the Fee arising as a result of the obligation of having to pay any such taxes or duties.

- 5.4. All-inclusive. Unless otherwise agreed in the Assignment Order, the Fee is the all-inclusive consideration for the duly provided Services and includes reimbursement of all and any expenditure incurred by the Contractor toward performance of any steps, actions or measures contemplated in accordance with the respective Assignment Order. The Contractor agrees and acknowledges that it shall have no right to request reimbursement by the Company of any additional expenditure whatsoever as may have been incurred by the Contractor toward provision of the Services, unless reimbursement of such additional expenditure has been explicitly agreed between the Parties in writing.
- 5.5. Payments. Unless otherwise agreed in the Assignment Order, the payment of the Contractor's invoices will be made in euro by bank transfer within 30 (thirty) days after the Acceptance Deed with respect to the particular Assignment Order is signed by the Company. Each Party shall bear its own costs, fees, commissions and expenses incurred in connection with the transfer of any funds under this Agreement to the other Party. The Company may at any point suspend the payment deadline if an invoice cannot be processed because it does not comply with the requirements of the Agreement. In such case the Company must formally notify the Contractor of the suspension and the reasons for it. After the condition for suspending the payment deadline is mitigated, the suspension will be lifted — and the remaining payment period will resume.
- 5.6. Invoice details. **The Contractor's invoices shall contain the following details:**

Contractor:	<b>SIA "Ideju Instituts"</b>
Registration No:	<b>40003575995</b>
VAT payer's No or indication that the Contractor is not a VAT payer:	<b>LV40003575995</b>
Legal address, city, Zip code, country:	<b>Kalnčiema street 35, LV-1046, Riga, Latvia</b>
Legal name of Bank:	<b>A/S Luminor Bank</b>
Bank SWIFT Code:	<b>RIKOLV2X</b>
Bank Account No IBAN:	<b>LV90RIKO0002013023286</b>
The Company's VAT No:	<b>LV40103845025</b>
Subject:	<b>For provided Services under Framework Agreement on Event Organization Services No. 1.19/LV-2022-29-2</b>
Specific information for the Company:	<b>INEA/CEF/TRAN/M2019/2098304; activity No Activity 8: International promotion, engagement, cooperation, communication and PR (RB Rail, EE LV, LT); Other recently signed Grant Agreements or future Grant Agreements to be signed.</b>

- 5.7. Invoicing. The Contractor shall send the invoice to the Company electronically to the following e-mail address: [invoices@railbaltica.org](mailto:invoices@railbaltica.org). Unless otherwise agreed in the Assignment Order, the invoice is sent only following the completion of the respective Assignment and signing of the respective Acceptance Deed. In case payment for the Services (in whole or in part) will be made from more than one financing source, and upon the Company's request, the Contractor shall issue separate invoices corresponding to the amounts financed from the financing source as indicated by the Company.
- 5.8. Set-offs. The Company shall have the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement, or other deduction of any kind that arises from this Agreement and from the obligations of the Contractor provided herein. If the Company uses the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement, or other deduction of any kind, then the Company notifies the Contractor no later than on the due date of the respective payment stating the amount, the grounds and the basis for the use of the right to set-off, retention, counterclaim, abatement or other deduction or other right.

- 5.9. VAT payer's status. If required by the Applicable Law, the Contractor shall obtain VAT payers status and VAT No. in the Republic of Latvia.

## 6. **CONTRACTOR'S OTHER OBLIGATIONS AND COVENANTS**

- 6.1. Standard of Performance. Without prejudice to the requirements prescribed elsewhere under the Agreement, the Contractor shall:
- 6.1.1. perform the Services in accordance with the Agreement, the Technical Specification, the respective Request for Proposal, the respective Assignment Order as well as the requests, comments, requirements and instructions of the Company;
  - 6.1.2. perform the Services in accordance with the Applicable Laws and the Good Industry Practice;
  - 6.1.3. perform the Services and each particular Assignment timely having due regard to any applicable Assignment milestones and any other key dates for performance of the particular Services;
  - 6.1.4. 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;
  - 6.1.5. ensure that its personnel are properly qualified and competent;
  - 6.1.6. act in good faith towards the Company in respect of all matters under the Agreement.
- 6.2. Maintenance of Records. During the term of the Services and for a period of 10 (ten) 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, to the reasonable satisfaction of the Company, that the Services have been carried out in accordance with the Agreement. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer.
- 6.3. Access to Documentation. At all times during the term of the Services, the Company shall have access to all documentation related to the Services. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The documentation shall be kept accessible in a generally recognized format for a period of 10 (ten) years from the date of expiration or termination of this Agreement. All records forming part of such documentation shall be available to the Company' auditor, or expert appointed by the Company during the abovementioned period of time.
- 6.4. Right to Sub-Contractors and Staff. In carrying out the Services, the Contractor may rely only on the services of the Approved Sub-Contractors and the Approved Staff. In this respect:
- 6.4.1. The list of the Approved Sub-Contractors and the Approved Staff may, from time to time, be modified or supplemented always subject to a prior written consent of the Company and in accordance with the terms and subject to the criteria contained in the Applicable Laws.
  - 6.4.2. The Contractor shall have an obligation to notify the Company in writing of any changes to Approved Sub-Contractor or the Approved Staff data occurring during the term of this Agreement and of the required information for any new Approved Sub-Contractors or the Approved Staff member which it may subsequently engage toward provision of the Services.
  - 6.4.3. The Contractor shall obtain prior written consent of the Company for the replacement of each Approved Sub-Contractor or each Approved Staff member or involvement of any additional persons. Review and evaluation of the replacement of Approved Sub-Contractors or Approved Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Company in accordance with Applicable Laws (in particular, Article 62 of the Public Procurement Law of the Republic of Latvia).
  - 6.4.4. The Contractor shall retain 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 or the Approved Staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor itself.
  - 6.4.5. The Contractor shall be responsible for the work of the Approved Staff and ensure that the Company has free access to the Approved Staff during the Company's working hours,

including but not limited to no later than until the end of business day answer to e-mail or recall to the Company.

- 6.4.6. The Contractor shall ensure that all Approved Staff members are fully available with respect to the Services. The Contractor shall ensure that the Approved Staff members participate in the meetings with the Company as requested by the Company from time to time.
- 6.4.7. The Contractor must replace any Approved Staff member involved in the performance of the Service if requested by the Company and supported by the reasons such as repeated careless performance of duties, incompetence or negligence, non-fulfilment of obligations or duties stipulated in the Agreement, as well as other reasons prescribed under the Agreement (including the Technical Specification).
- 6.5. Visibility Requirements. At all times during performance of the Services, the Contractor undertakes to comply with each of the following requirements:
- 6.5.1. any report, brochure, document, or information related to the Services carried out by the Contractor hereunder or any other person, or which the Contractor makes publicly available shall include each of the following:
- (a) a funding statement which indicates that the Services are financed from CEF funds **substantially in the following form**: “Co-financed by the Connecting Europe Facility of the European Union”;
  - (b) with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as **follows**: “**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**”. **The disclaimer in all official languages of the European Union can be viewed on the** website <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>; and
  - (c) the flag of the Council of Europe and the European Union.
- 6.5.2. the requirements set forth in Clauses 6.5.1(a) and 6.5.1(c) can be complied with by means of utilizing the following logo (if the Contractor uses this logo, the Contractor shall ensure that the individual elements forming part of the logo are not separated (the logo shall be used as a single unit) and sufficient free space is ensured around the logo):



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- 6.5.3. in order to comply with the latest applicable visibility requirements established by the European Union, the Contractor shall regularly monitor changes to visibility requirements; as at the Signing Date, the visibility requirements are available for review on the webpage <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

## 7. COMPANY'S OTHER OBLIGATIONS AND COVENANTS

- 7.1. Information. The Company shall, in a timely manner, provide to the Contractor any information as may reasonably be requested by the Contractor for the purposes of the Services. The Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the Company. The Contractor shall provide prompt written notice to the Company if the Contractor becomes aware of any errors, omissions, or inconsistencies in the information provided by the Company.
- 7.2. Decisions. On all matters properly referred to it in writing by the Contractor, the Company shall give its decision in writing so as not to delay the provision of Services and within a reasonable time.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Certain representations and warranties of the Parties. Each Party represents and warrants to the other Party, as of the Signing Date, as follows:

- (a) it has full power to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement;
  - (b) it has read this Agreement, understands it and agrees to be bound by it;
  - (c) it has entered into this Agreement with the aim of attaining all of the objectives and performing in all material respects all of the obligations and commitments herein set forth;
  - (d) it has entered into this Agreement without having any intention or goal whatsoever to violate the Applicable Laws, its own articles of association, other constitutional documents, laws or agreements of any kind to which it is a party to;
  - (e) it is not bankrupt and is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, it is not in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws of the country where it is registered and submits its tax accounts; and
  - (f) it has entered into this Agreement of its own volition and in good faith.
- 8.2. Certain representations and warranties of the Contractor. The Contractor represents and warrants to the Company, as of the Signing Date, as follows:
- (a) it has all requisite qualification, skills and competence to perform the Services on the terms and conditions of this Agreement which are no less favourable than the terms and conditions of service identified by the Contractor in any document submitted by the Contractor to the Company as part of the Procurement Procedure and on the terms of the **Contractor's** Proposal;
  - (b) it holds and will hold for the entire term of the Agreement all requisite accreditations, recognitions, licenses, permits, approvals and consents necessary under the Applicable Laws to enable performance by the Contractor of the Services;
  - (c) it has all requisite ability to ensure the highest quality of the Services;
  - (d) it will assign competent and duly qualified personnel to carry out the Services according to the highest professional standards and the Good Industry Practices;
  - (e) it is not deemed to be a person associated with the Company for the purposes of the Applicable Laws;
  - (f) it is compliant with all of the requirements of the **Supplier's** Declaration and will continue to be compliant with all such requirements during the term of this Agreement;
  - (g) neither the Contractor, nor any of its subcontractors and/or other persons engaged by the Contractor in the fulfilment of the Services is and during the validity term of this Agreement will be:
    - (i) a Russian or Belarusian national, or a natural or legal person, entity or body established in Russia or Belarus,
    - (ii) a legal person, entity, or body whose proprietary right are directly or indirectly owned for more than 50% by an any entity referred to the point (i) above of this paragraph, or
    - (iii) a natural, or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (i) and (ii) of this paragraph, including, where they account for more than 10% of the agreement value, sub-contractors, suppliers, entities whose capacities are being relied on within the meaning of the Public Procurement law of Latvia.

## 9. VARIATIONS

- 9.1. Variations. Notwithstanding any provisions in this Agreement to the contrary, whenever the Company or the Contractor reasonably consider that a variation to the Agreement (**the "Variations"**) is necessary, the Company and the Contractor shall negotiate in good faith on the terms of the proposed Variations. For the avoidance of doubt, no Variation shall be effective unless and until concluded in writing by respective Parties.
- 9.2. Scope of Variations. For the purpose of the Agreement, and at any time prior to the completion of the Services under the Agreement, as the case may be, the Variations may be concluded in respect of:
- 9.2.1. extension of the Term pursuant to Clause 3.2;

- 9.2.2. amendments to the Agreement necessary to comply with the amendments or adjustments to the Applicable Laws from time to time, if any;
  - 9.2.3. supply of additional Services not previously foreseen under the Agreement;
  - 9.2.4. implementation of any amendments to the Agreement as initiated or approved by the Company during the provision of the Services which are necessary due to such reasons which the Company could not foresee in advance.
- 9.3. Limitations to Variations. In case of Variations due to supply of additional Services or due to reasons which the Company could not foresee in advance, the total value of the Agreement may not change by more than the maximum amount permitted under the Applicable Laws. Notwithstanding anything to the contrary contained in the Agreement, the Company and the Contractor may agree on the supply of additional Services not previously foreseen under the Agreement if they do not change the nature of the Agreement (type and purpose specified herein) and if the total value of such additional Services does not concurrently reach the thresholds specified under the Applicable Laws.
- 9.4. Variations' Fee. The fee for additional Services as a result of the Variations, if any, shall be determined taking into account the calculations and fees under **the Technical Specification and the Contractor's Proposal**. Furthermore, such fee shall be consistent with the market practice and proportionate to the fee for the Services with similar scope under the Agreement, if any. Variations not resulting in additional services or works, including Variations related to the timeline of the provision of the Services, shall not result in additional fees or compensation of costs.

## 10. COMMUNICATION

- 10.1. Main Principles. Communication under the Agreement (e.g., information, requests, submissions, formal notifications, etc.) must:
- (a) be carried out in English;
  - (b) be made in writing (including electronic form);
  - (c) be primarily carried out between the Representatives as specified in Clause 10.4 or otherwise notified to each other.
- 10.2. Presumption of Receipt. Notices, declarations, invoices etc. shall be deemed received:
- (a) if delivered by hand, on the first (1) business day following the delivery day;
  - (b) if sent by post, on the fifth (5) business day after the date of posting;
  - (c) if sent by e-mail, the same business day **if sent prior to 17:00 o'clock** and the next business day **if sent after 17:00 o'clock** (Eastern European Time); communication by e-mail is deemed made when it is sent by the sending Party to the receiving Party, unless the sending Party receives a message of non-delivery.
- 10.3. Exchange of Information. The information may be exchanged electronically over the internet, always complying with the IT security requirements, if any, acceptable to the Company.
- 10.4. Representatives. The Company and the Contractor shall appoint an officer, employee or individual to serve as its representative toward the implementation of the Agreement and supply or receipt of the Services (including the request or confirmation of the Services, issuance of the Request for Proposal, etc.), with full authority to act on its behalf in connection with this Agreement, without the right to conclude amendments to the Agreement (**the "Representative"**). Any restriction placed by either Party **on its Representative's authority shall be notified to the other Party in writing to be effective**. The Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) business day after the replacement or the removal of the respective Representative. The initial Representatives of the Parties are indicated in Annex G.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Ownership. The Company shall fully and irrevocably acquire the ownership of the results of the Services, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the Agreement. Where such ownership rights cannot be transferred, it is considered that the Contractor has granted the Company a

perpetual, irrevocable, exclusive, worldwide, royalty free license to use, modify, reproduce, publish, etc. such results of the Services. The Company will acquire all such rights from the moment the results are created and are not limited in time and will be valid after the expiry of the Agreement and/or the individual Assignment Order. The copyright fee is covered under the Fee. The transfer of copyright shall also remain valid if the Agreement is prematurely terminated or the Assignment cancelled or terminated for any reason. The Company is entitled without the **Contractor's** permission to use, modify, reproduce, publish etc. any material submitted by the Contractor to the Company in relation to the Services.

- 11.2. Third Party Rights. The Contractor shall ensure that the Services, the execution of the Services or the use of any of the results of the Services do not violate the rights, including copyright, of third parties. If the rights of third parties are violated, the Contractor shall be liable for the violation and shall keep the Company harmless and fully indemnify the Company in this respect. The Contractor shall be obliged to compensate the damage caused to third persons and satisfy any claims for the compensation of damage filed against the Company by third persons.

## 12. TERM AND TERMINATION

- 12.1. Force and Expiry. The Agreement enters into force when signed by the Parties and expires once the Parties have fulfilled their contractual obligations arising out of this Agreement, unless terminated earlier pursuant to the provisions of the Agreement.
- 12.2. Termination for material breach. Subject to the provisions of Clause 12.3, either the Company or the Contractor shall be entitled to terminate this Agreement and/or the Assignment Order upon giving a written notice of termination to the other Party in the event of material breach by the Party of any of its obligations under this Agreement and/or the Assignment Order. The written notice of termination shall contain an itemized description of the breach. For the purposes of this Clause 12.1 an event of material breach shall include any of the following:
- (a) commitment by a Party of any persistent or material breach of this Agreement and/or the Assignment Order (which shall include failure to pay an amount of at least EUR 5,000 due to the other Party or perform any part of the Services valued at least EUR 5,000);
  - (b) failure by the Contractor to duly address and remedy the Defects;
  - (c) failure of any part of the Services to conform to any of the material requirements to such Services, provided that such failure is not capable of being remedied and is not remedied during the Cure Period;
  - (d) any of the representations or warranties given by either Party under Clause 8.1 or any of the declarations, representations or warranties given by the Contractor under Clause 8.2 or the **Contractor's Declaration proves to be untrue**.
- 12.3. Corrective Period. In the event of a material breach by either Party of its obligations under the Agreement and/or the Assignment Order, the non-breaching Party shall allow the breaching Party 10 (ten) days for the **corrective action or submission of a corrective action plan (the "Corrective Period")**. The Corrective Period shall be counted from the date of receipt by the breaching Party of a written notice of breach. Should no satisfactory corrective action be taken, or acceptable corrective action plan provided by the breaching Party, the non-breaching Party shall have the right to terminate the Agreement and/or the Assignment Order. It is acknowledged and agreed by the Parties that the provisions of this Clause 12.3 shall not apply with respect to any of the events listed in Clause 12.4. In addition and for the avoidance of any doubt, the application of the Corrective Period under this Clause 12.3 shall be without prejudice to and shall not relieve either Party from the obligation to pay any contractual penalty in accordance with the provisions of Clause 13.2 or to pay Damages incurred by the other Party in accordance with the provisions of Clause 13.1.
- 12.4. Parties' Right to Terminate Immediately. Notwithstanding anything to the contrary contained in this Agreement and/or the Assignment Order, the Company and the Contractor may terminate this Agreement and/or the Assignment Order immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:
- (a) breach by the other Party of Clause 20.1;
  - (b) an event of Force Majeure has been continuing during more than 60 (sixty) days;

- (c) the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);
  - (d) the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;
  - (e) the other Party had a bankruptcy order issued against it;
  - (f) liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;
  - (g) the occurrence of any event analogous to the events enumerated under above paragraphs (d) - (f) under the law of any jurisdiction to which the other **Party's assets and** undertaking are subject.
- 12.5. Company's Right to Terminate (Advance Notice or Immediately). The Company upon its sole discretion has the right to terminate the Agreement unilaterally at any time by notifying the Contractor in writing at least 3 (three) months in advance. The Company may terminate this Agreement and/or the Assignment Order immediately upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination, if:
- (a) CEF co-financing for further financing of the Services is not available to the Company fully or partly;
  - (b) the Contractor has breached Clause 6.4 or Clause 15;
  - (c) it is not possible to or it is prohibited to continue implementation of the Agreement under the Applicable Laws, including but not limited due to the application of international (including the EU and **OFAC**) or **national sanctions, or a Member State's of the European Union or North Atlantic Treaty Organization** applied sanctions significantly affecting interests of financial or capital market of Estonia, Latvia or Lithuania.
- 12.6. Termination According to Public Procurement Law. The Agreement and/or the Assignment Order can be immediately terminated by the Company upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law of the Republic of Latvia. In such a case, the Company shall pay the Contractor the Fee in respect of the Services already provided under the Agreement and/or the Assignment Order up to the date of the notification of the termination of the Agreement and/or the Assignment Order, but the Company shall have no other liability in this respect (including, but not limited to not being obliged to pay contractual or any other penalty or Damages to the Contractor).
- 12.7. Right to Advance. In the event the Contractor fails to fulfil any of its obligations, or fails to cure any breach in accordance with Clause 12.3 of this Agreement, and the Agreement and/or the Assignment Order is terminated by the Company, the Company may advance the respective Services to completion by employing any of the Other Contractors or other professional service supplier(s) or by other means available to the Company. The Contractor shall be liable to the Company for any and all additional costs incurred due to failure by the Contractor to perform. The rights and remedies available to the Company set forth in accordance with this Clause shall be in addition to any and all other rights and remedies available under the Applicable Laws or this Agreement.
- 12.8. Consequences of Termination. Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except with respect to the following:
- (a) any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights; and
  - (b) the provisions stipulated in accordance with Clauses 6.2, 6.3, Section 11, Section 13, Section 15, Section 16, Section 17, Section 19 and Clause 20.1 which shall survive the termination or expiry of this Agreement and continue in full force and effect along with any other Clauses of or Annexes hereof which are necessary to give effect to the Clauses specifically identified in this Clause 12.8(b).
- 12.9. Partial Acceptance. Notwithstanding anything in this Agreement to the contrary and in the event of termination of this Agreement and/or the Assignment Order, the Company shall have the right, in the sole discretion of the Company, to partially accept any part of the Assignment delivered to the Company under this Agreement and/or the Assignment Order. The Company shall notify the Contractor of its intention to exercise such right in the respective termination notice, specifying, in reasonable detail, the part of the Assignment which the Company would like to partially accept. In the event of



receipt of such notice, the Contractor shall reasonably cooperate with the Company in order to determine the amount of Fee payable by the Company.

- 12.10. Company's Obligation to Pay. Except in the event of termination by the Company in accordance with Clause 12.2 or occurring as a result of the breach by the Contractor of Clause 20.1 or termination by the Company according to Clause 12.5 (except paragraph (a)) or 12.6, in the event the Agreement and/or the Assignment Order is terminated for any reason prior to completion of any particular Assignment, the Parties shall in good faith agree and the Company shall have an obligation to pay the Contractor the documented costs reasonably and properly incurred by the Contractor with respect to the particular Assignment up to the date of termination. **The "costs" for the purposes of this Clause shall include:**
- (a) salaries for the Approved Staff and other personnel in the direct employ of the Contractor in the performance of the Services or relating to the Services (including related benefits and taxes for items such as social security and other benefits for the labour and employees),
  - (b) payments to the Approved Sub-Contractors with respect to actually provided Services,
  - (c) sales, use, gross receipts or other taxes related to the Services, imposed by any governmental authority, to the extent that the Contractor is responsible for such taxes.
- 12.11. No Prejudice to Other Rights. The right to terminate the Agreement and/or the Assignment Order shall be without prejudice to any other right of either Party which has accrued prior to or as a result of such termination or to any remedy available to either Party under the terms of this Agreement or in accordance with the Applicable Laws.

### 13. LIABILITY

- 13.1. Liability for Damages. The Parties are liable to each other with respect to any breach of its respective obligations under this Agreement and/or the Assignment Order and the liable Party shall compensate the other Party for any Damages (exceeding the amount of the applied contractual penalty, if any) incurred as a result of such breach. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall any Party be liable to the other Party or other relevant person for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements or any indirect or consequential loss arising out of or in connection with this Agreement.
- 13.2. Contractual Penalty.
- 13.2.1. If the Contractor refuses or fails to duly complete the Assignment after the Assignment Order has been awarded to the Contractor and signed in accordance with this Agreement, the Company is entitled to request the Contractor to pay a contractual penalty in the amount of 10% of the Fee for the respective Assignment.
  - 13.2.2. Should the Contractor fail to meet any of the milestones or delivery dates under any of the Assignment Orders and provided that the cause of such delay is attributable to the action or inaction of the Contractor, the Company shall be entitled to request the Contractor to pay to the Company a contractual penalty of 0.1% (zero point one percent) of the amount of the Fee payable for the respective Assignment to for each day of delay, provided that each such contractual penalty shall not exceed 10% (ten percent) of the Fee payable for the respective Assignment.
  - 13.2.3. Should the Company delay any payment in accordance with Clause 5.5, the Contractor shall be entitled to request the Company to pay a contractual penalty in the amount of 0.1% (zero point one percent) from the delayed amount for each day of delay, provided that the total amount of such contractual penalty payable by the Company under this Clause 13.2 shall not exceed 10% (ten percent) of the delayed amount.
  - 13.2.4. The contractual penalties shall be applied upon the sole discretion of the entitled Party under the Agreement considering the material consequences of the breach.
  - 13.2.5. Payment of the contractual penalty shall not release the Party from performance of any of its obligations under the Agreement.
  - 13.2.6. The contractual penalty, if any, does not include the Damages, if any, and the compensation for the Damages is to be paid in addition to the contractual penalty, if any.

## 14. FORCE MAJEURE

- 14.1. Effects of Force Majeure Event. Subject to the requirements set forth in accordance with Clauses 14.2 and 14.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event (i) which has occurred after the Signing Date or the date of the respective Assignment Order, (ii) which the affected Party could not foresee or prevent, (iii) which was not caused by the affected Party, and (iv) which makes it impossible to fulfil the respective obligations under the Agreement.
- 14.2. Action Upon Occurrence of Force Majeure Event. Each Party shall at all times, following the occurrence of a Force Majeure Event:
- (a) take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
  - (b) not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 14.2(a).
- 14.3. Notification Requirements. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within 10 (ten) business days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 14.2(a) and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.
- 14.4. Notification of Resumed Performance. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- 14.5. Mitigation of Effects of Force Majeure Event. As soon as practicable after the notification specified pursuant to Clause 14.3, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the Services to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

## 15. CONFIDENTIALITY

- 15.1. Confidential Information. "**Confidential Information**" means, in relation to the Company, all information of a confidential nature relating to the Company and its affiliates which is supplied by the respective Company (whether before or after the date of this Agreement) to the Contractor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:
- (a) the Company confirms in writing is not required to be treated as confidential;
  - (b) the Contractor can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Company and was not previously acquired by the Contractor from the Company under an obligation of confidence; or
  - (c) was developed by or for the Contractor at any time independently of this Agreement.
- 15.2. Undertakings. The Contractor shall (i) at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person, and (ii) procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information except with the prior written consent of the Company.

- 15.3. Permitted Disclosure. Notwithstanding anything to the contrary set forth in accordance with this Section 15, the Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:
- (a) that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, Sub-Contractor (of any tier) or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement (subject to the same confidentiality undertakings by the recipients);
  - (b) to enable a determination to be made pursuant to Section 17;
  - (c) to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal (subject to the same confidentiality undertakings by the recipients);
  - (d) to the extent required by Applicable Law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law; or
  - (e) to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence, provided that any such disclosure is made in good faith.
- 15.4. Return of Confidential Information. Upon request of the Company, the Contractor shall:
- (a) return to the Company all of the Confidential Information then within the possession or control of the Contractor; or
  - (b) destroy such Confidential Information using a secure and confidential method of destruction.
- 15.5. No Press Release. Save as required by the Applicable Laws, the Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.
- 15.6. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Section 15 may cause the Company irreparable Damages that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the Company is entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

## 16. RIGHT TO AUDIT

- 16.1. Right to audit. Notwithstanding anything to the contrary set forth in this Agreement, the Company itself, a reputable outside independent body or expert engaged and authorized by the Company shall be entitled to inspect and/or audit the Contractor to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
- (a) the performance of any aspect of the Services; and/or
  - (b) any documentation, including all payrolls, accounts of the Contractor and/or other records used in or related to the performance of the Services.
- 16.2. Obligation to Assist. The Contractor shall provide all reasonable assistance to the Company or the independent body authorized by the Company in carrying out any inspection or audit pursuant to this Section 16. The Company shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Company, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Contractor is not compliant with the terms of this Agreement, in which case the Contractor shall reimburse the Company for all of its additional reasonable costs incurred, provided such non-compliance is material.
- 16.3. Survival of Termination. The rights and obligations of the Company set forth in accordance with this Section 16 shall survive expiration or termination of this Agreement for any reason and shall continue to apply during the period of 10 (ten) years following expiration or termination of this Agreement for any reason whatsoever.

## 17. ON-THE-SPOT VISITS

- 17.1. Right to Perform On-the-spot Visits. By submitting a written notice 5 (five) business days in advance, but at the same time reserving the right of an unannounced on-the-spot visits without any advance notice, the Company may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
- 17.2. Personnel Involved. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Company or by any other outside body or third party authorised to do so on behalf of the Company. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Company shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.
- 17.3. Access to the Information. The Contractor shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.
- 17.4. OLAF Checks and Inspections. By virtue of Council Regulation (Euratom, EC) No 2185/961 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 883/20132 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 European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

## 18. PERSONAL DATA

- 18.1. General. For the purpose of execution of this Agreement, the Parties might transfer to each other certain personal data, such as data on employees of the Parties, data on suppliers, the Global Project stakeholders and their employees etc. The Parties acknowledge that for the purpose of the Agreement each of the Parties shall act as a controller. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of execution of the Agreement and other such purposes as required by Applicable laws. The Parties agree that except where the Party has a separate legal basis for processing the personal data referred to in the Applicable Laws governing the protection of personal data, the Party shall not process the personal data for any other purpose.
- 18.2. Specific Obligations. Besides other obligations provided for in the Agreement, each of the Parties undertakes:
- (a) to process the personal data to the minimum extent necessary;
  - (b) not to infringe any rights of the data subjects;
  - (c) to implement and apply proper organizational and technical measures ensuring the compliance with the requirements of the law;
  - (d) to ensure the compliance with other requirements of the law governing the protection of personal data.
- 18.3. Data Agreement. With respect to the personal data in relation to the performance of the Services (including personal data of participants of the respective events), the Parties shall sign the Data Agreement simultaneously with the signing of the Agreement or in any case not later than prior to commencement of any Services.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1. Governing Law. This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.

- 19.2. Resolution by Amicable Means. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation, arbitration, or other legal proceeding.
- 19.3. Venue for Resolution of Disputes. Should the Parties fail to settle such disputes, controversies or claims within 2 (two) months by amicable negotiations, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia.
- 19.4. Language. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.

## 20. MISCELLANEOUS PROVISIONS

- 20.1. Conflict of Interest, Corruption and Fraud. Notwithstanding any penalties that may be enforced against the Contractor under the Applicable Laws, or the laws of other jurisdiction(s), the Contractor shall be deemed to have committed a breach under this Agreement and the Company shall be entitled to terminate this Agreement immediately and without any regard to the provisions of Clause 12.3, if it is shown that the Contractor is guilty of:
- (a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
  - (b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Company, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.
- 20.2. Relationship of Parties. The relationship between the Contractor and the Company under this Agreement is that of independent contractor. The Contractor (or the Approved Sub-Contractors or Approved Staff) is not an employee of the Company, is not carrying out the regular business of the Company and is not subject to the same employment regulations as are applicable to employees of the Company. Each of the Parties shall be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the Company to the Contractor, its employees, its consultants, or the employees of such consultants.
- 20.3. Severability. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under the Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
- 20.4. Successors and Assigns. The Parties each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party, if not directly provided otherwise under the Agreement.
- 20.5. Amendments and Variations. No amendment to or Variation of this Agreement shall be effective unless made in writing by duly authorized representatives of both Parties, if not provided otherwise herein. The Agreement can be amended in compliance with the provisions of Article 61 of the Public Procurement Law of the Republic of Latvia.
- 20.6. Entire Agreement. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 20.7. Execution. *This Agreement is executed as an electronic document.*

For and on behalf of the Company:

For and on behalf of the Contractor:

---

Agnis Driksna,  
Chairman of the Management Board  
RB Rail AS

---

**"Ideju Institūts", SIA**

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECTRONIC SIGNATURE  
AND CONTAINS TIME SEAL*

## Annex A: Acceptance Deed

No: [number]

Date: [date]

Place: [place]

For: RB Rail AS, a public limited liability company registered in the Latvian Commercial Register with registration No. 40103845025 (the "Company").

This Acceptance Deed is issued to the Company by [*details of the Contractor, including name and registration number*] (the "Contractor"), **represented by** [*name, surname, position, basis of authorization*].

Whereas:

- (A) the Company and the Contractor have entered into the Assignment Order No. [●];
- (B) the Assignment has been completed by the Contractor;
- (C) as stipulated by Clause 5.7 of the Agreement, completion of the Assignment shall be evidenced by means of the Contractor issuing a signed Acceptance Deed;
- (D) as per Clause 2.6 of the Agreement the Company following the reception of a signed Acceptance Deed shall review the submitted Acceptance Deed and either sign the Acceptance Deed conforming the compliance of the Services rendered or reject and inform on the reasons of such rejection.

The Contractor hereby confirms that the Assignment has been completed in full: [*describe in reasonable detail the completion of the Assignment and attach the respective supporting documentation*].

By signing this Acceptance Deed, the Company accepts the above.

For and on behalf of the Company

[●]

\_\_\_\_\_

For and on behalf of the Contractor

[●]

\_\_\_\_\_

Annex B: Approved Staff and Approved Sub-Contractors

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## Annex C: Assignment Order

### ASSIGNMENT ORDER NO. [●]

This assignment order (the "Assignment Order") has been entered into on [date] pursuant to the Framework Agreement No. [●] on Event Organization Services (the "Agreement") between:

- (1) **RB Rail AS**, a public limited liability company registered in the Latvian Commercial Register with registration No. 40103845025 and legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Company"), represented by [●], and
- (2) [●], a company registered in [●] registration No. [●], legal address at [●] (the "Contractor"), represented by [●], on the other side,

with the following conditions:

1. Names of the Companies and/ or (sub-contractors) and responsible persons to implement the Assignment Order: [●].

No	Company name	Registration No	Responsible person/ persons	Description of services
1				
2				

2. Description of the Assignment and the desired result: [●].

(a) [Venue requirements]

[Venue dates: [●]. Time plan for each date: [●]. Venue place: [●].]

No	Name of the item	Description of the technical needs	Contractor's proposal/comments
1.	[Conference Hall]		
1.1.			
1.2.			
2.	[Lobby]		
2.1.			
2.2.			
3.	[Meeting room No 1]		
4.	[Conference hall (parallel)]		
5.	[Space for the suppliers' meeting room]		
6.	[Room for organisers]		
7.	[Area for catering]		
8.	[Cloakroom services]		
9.	[Security services]		
	[Other]		

(b) [Catering requirements]

No	Name of the event	Menu requirements	Price per person EUR excl. VAT	Number of served persons from- to)	Contractor's proposal /comments
1.	[Lunch]				
2.	[Coffee break]				
3.	[Reception]				
4.	[Organization of catering serving]				
	[Other]				

(c) [Translation services requirements]

No	Name of the item	Description of the technical needs	Contractor's proposal/comments
----	------------------	------------------------------------	--------------------------------

1.	[Video Streaming]		
2.	[Presentation material copy/ mailing services]		
	[Other]		

(d) [Video, Photo, Multimedia Services]

No	Name of the item	Description of the technical needs	Contractor's proposal/comments
1.	[Video filming, editing]		
	[Other]		

(e) [Venue decoration and cleaning services]

No	Name of the item	Description of the technical needs	Contractor's proposal/comments
1	[Decoration (outside, halls etc.)]		
2	[Parking places]		
3	[Cleaning and waste management]		
	[Other]		

(f) [Speaker, Moderating services]

Requirements for venue speakers, moderators: [●]

Contractors proposed speakers, moderators: [●]

(g) [Other services]

3. Event's management requirements: [●]

No	Services	Description	Quantity in hours	Hourly rate, EUR (excl. VAT)	Total amount, EUR (excl. VAT)
1.	[Event organization management services]				
2.	[Event venue preparation]				
3.	[Technical equipment and its control]				
4.	[Receiving participants and speakers]				
5.	[Communication with speakers]				
6.	[Multimedia]				
7.	[Registration management]				
...	[Other]				

4. Timeline/deadline for implementing the Assignment Order: [●].

5. Assignment's communication's planning meetings: [●].

6. Contact person(s) for the Company: [●].

7. Contact person(s) for the Contractor: [●].

8. The total Fee for completion of the Assignment:

No.	Item	Fee per person (if applicable)	Number of persons	Fee, EUR without VAT
1.	[Management Fee*]			
2.	[Venue]			
3.	[Catering]			
4.	[Other]			
...	.....			
Total service price (excl. VAT)				

*\*Management Fee % shall not exceed the proposed maximum rate.*

9. Payment terms: *[in accordance with the Agreement upon completion of the Assignment OR other terms]*.
10. Governance: This Assignment Order supplements, forms part of and is subject to the Agreement. All provisions contained in the Agreement thereof govern this Assignment Order. In the event of any inconsistency between the provisions of the Agreement and this Assignment Order, this Assignment Order shall prevail.
11. Other terms: [●].

For and on behalf of the Company

[●]

\_\_\_\_\_

For and on behalf of the Contractor

[●]

\_\_\_\_\_

## Annex D: **Contractor's Proposal**

Separate documents

## Annex E: Data Agreement

### PERSONAL DATA PROCESSING AGREEMENT NO. [●]

This personal data processing agreement (the “DPA”) is entered into in [place] on [date OR the date indicated on the timestamp of the last signature of the Agreement] by and between:

- (1) **RB Rail AS**, registration No. 40103845025, registered address: Satekles iela 2B, Riga, LV-1050, represented by [●] on the basis of [●], (the “Company”), and
- (2) [●], a company registered in [●] under the registration No. [●], having its registered office at [●] (the “Contractor”), represented by [●] on the basis of [●],

the Company and the Contractor **referred to as the “Parties” and separately – as the “Party”**. The Parties hereby undertake to meet the following requirements:

1. **Definitions.** Unless defined otherwise in this DPA, the definitions used in the DPA shall have the same meaning as under the Agreement (as defined below). In addition, the following definitions should have the following meaning:

“Agreement” means the Framework Agreement No. [●] on Event Organization Services (the “Agreement”) signed by the Parties.

“Controller” means the Company, who determines the purpose and means of the Processing of Personal Data.

“GDPR” means the EU General Data Protection Regulation (2016/679).

“Personal Data” means any information relating to an identified or identifiable natural person (data subject) that the Contractor is Processing on behalf of the Company. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed.

“Processing” means any operation or set of operations, which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the Contractor, who Processes the Personal Data on behalf of the Controller.

“Sub-Processor” means any sub-processor who is Processing the Personal Data and is engaged by the Contractor or by any other Sub-Processor.

2. **DPA and Annexes.** The DPA consists of its body text and two Annexes: (i) Annex 1: Information on Data Processing; and (ii) Annex 2: Approved Sub-Processors. The DPA is an integral part of and related to the Agreement. The DPA forms an agreement on the Processing on Personal Data in accordance with GDPR. The DPA is applicable when the Contractor Processes the Personal Data on behalf of the Company based on the Agreement. In the event of any discrepancy between the provisions of the Agreement and this DPA, the provisions of this DPA shall prevail.
3. **Purpose.** The purpose of the DPA is to agree on the privacy and the Personal data security measures and to ensure that the Personal Data at all times is Processed in accordance with the Applicable Laws.
4. **Role of Controller.** As the Controller, the Company is responsible for ensuring that it has the necessary rights to Process the Personal Data. The Company is responsible for informing the data subjects of the Processing of information concerning them. The Company is responsible for the accuracy of the Personal Data provided to the Contractor. The Company has the right and obligation to determine the purpose and means of the Processing of the Personal Data.

5. **Processing.** The Contractor undertakes to Process the Personal Data on behalf of the Company. The Contractor has the right to Process the Personal Data only in accordance with the Agreement, this DPA (including its annexes) and the written guidance of the Company and only insofar as it is necessary to deliver the services mentioned in the Agreement. The subject-matter, nature and purposes of the Processing are further defined in Annex 1 of this DPA. The Contractor may refuse to follow the **Company's** guidance if it contradicts the Applicable Laws.

The Contractor may not (except as set out in this DPA):

- (h) collect or release the Personal Data from or to any third party;
- (i) change the means of Processing;
- (j) duplicate or reproduce any Personal Data;
- (k) compile or collate any Personal Data;
- (l) in any other way Process the Personal Data for any purpose other than those set out in Annex 1, the Agreement or this DPA.

6. **Maintaining Records.** The Contractor shall maintain a record of all categories of Processing activities carried out on behalf of the Company (including by any Sub-Processor) containing (i) the name and contact details of the Contractor, the Company and the Sub-Processor, if any, as well as the data protection officers, if any, (ii) all the categories of Processing carried out on behalf of Company, (iii) where applicable, transfers of the Personal Data to a third country, including the identification of that third country and, where applicable, the documentation of suitable safeguards, and (iv) where possible, a general description of the technical and organizational security measures.

The records maintained by the Contractor according to the DPA shall be made available to the Company at no cost and without delay, but in any case, not later than within 12 (twelve) days **after the Company's** request.

7. **Deletion and Returning of Personal Data.** Upon expiry or termination of the Agreement or expiry of the need for Processing activity, the Contractor returns (at no cost) all the Personal Data to the Company or deletes it in accordance with the instruction of the Company or provisions of the Agreement and the DPA, unless the Applicable Laws require the retention of the Personal Data.

8. **Subcontracting.** The Contractor is not permitted to subcontract (**also to the Contractor's affiliates, subsidiaries etc.**) any of its Processing operations performed on behalf of the Company, unless a prior approval of the Company for each individual Sub-Processor is provided pursuant to Annex 2. Upon the **Company's** request, the Contractor shall without undue delay and at no extra cost for the Company provide copies of any such subcontracting agreements.

The Contractor shall keep an up-to date list of the identity and location of all Sub-Processors. The Contractor will at all times remain fully responsible for the **Sub-Processors' compliance with the** provisions of this DPA. If the Contractor wants to replace the Sub-Processor, the Contractor shall notify the Company thereof without delay.

The Company shall be entitled to give written notice of termination of this DPA and/or the Agreement, effective immediately or at any later date, in the event the Company cannot accept the proposed new Sub-Processor due to objective reasons.

9. **Contractor's Obligation to Assist.** The Contractor must immediately forward to the Company all requests to inspect, rectify, erase, ban etc. the Processing of the Personal Data or other requests received from the data subjects. It is the **Company's** duty to respond such requests.

Considering the nature of the Processing, the Contractor helps the Company with appropriate technical and organisational measures, in order for the Company **to fulfil its duty to respond to the data subject's** requests. Considering the nature of the Processing and the available data, the Contractor must assist the Company in ensuring that the Company complies with its obligations in accordance with the Applicable Laws. Such obligations may concern data security, notifications of data security incidents, data protection impact assessment and prior consultations.

The Contractor must assist the Company to the extent that the DPA and the Applicable Laws set the requirements for the Processor of the Personal Data. The Contractor directs all inquiries from the supervisory authorities directly to the Company if it is not prohibited by the Applicable Laws due to the alleged fact that the Contractor has no authority to represent the Company.

10. **Processing Outside of EU/EEA.** The Contractor warrants that, without prior written consent from the Company, it will under no circumstances Process, export or in any way whatsoever make accessible any Personal Data from a location outside the EU/EEA. For avoidance of doubt, this prohibition also covers and applies for technical support, maintenance and similar services.
11. **Data Security Measures.** The Contractor shall implement appropriate technical and organisational measures to protect the Personal Data and to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- (a) pseudonymisation and encryption of the Personal Data, if possible;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
  - (c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of physical or technical incident; and
  - (d) process for regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

The Contractor implements appropriate technical and organizational measures to protect the Personal Data, considering the risks that are presented by the Processing, such as accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed.

The technical options and the costs of the options in relation to the special risks connected with the Processing of and sensitive nature of the Personal Data, of which the Company has informed or in writing brought out, must be taken into account when organizing the security measures.

The Company must ensure that the Contractor is informed of all matters regarding the Personal Data provided by the Company, such as Processing of special categories of data, which may affect the technical and organizational measures in accordance with this DPA. The Contractor ensures that the personnel of the Contractor or its Sub-Processors, that take part in the Processing of the Personal Data, maintains appropriate confidentiality.

On the **Company's** demand and without unreasonable delay, the Contractor shall provide the Company with a documented description of the **Contractor's** implemented technical, organisational and security measures.

12. **Notification of Personal Data Breach.** The Contractor notifies the Company of all the Personal Data Breaches without undue delay after the Contractor becomes aware of or its Sub-Processor becomes aware of the Personal Data Breach, but not later than within 24 (twenty-four) hours from the moment when the Contractor or the Sub-Processor becomes aware of the Personal Data Breach.

If requested by the Company, the Contractor must without undue delay provide the Company with all appropriate information of the Personal Data Breach. To the extent that this information is held by the Contractor, the notification must describe at least:

- (a) the Personal Data Breach that has taken place;
- (b) as far as possible, the categories and approximate number of data subjects concerned and the categories and approximate number of the Personal Data records concerned;
- (c) description of the likely consequences of the Personal Data Breach;
- (d) description of the remedial actions that the Contractor has taken or must take to prevent future Personal Data Breach and, if necessary, also measures to mitigate its possible adverse effects;
- (e) the name and contact details of the data protection officer or other contact point where more information can be obtained; and
- (f) any other necessary and available information that the Company needs in order to be able to take appropriate safeguards and meet its obligations of notification of a Personal Data Breach to the supervisory authority and, if applicable, to the affected data subjects.

The Contractor must without delay document the results of the investigation and the actions taken for the Company, comprising the facts relating to the Personal Data Breach, its effects and the remedial action taken. The Company is responsible for necessary notifications to the supervisory authorities.

13. **Liability.** The Company shall be liable for the damage caused by the Processing which infringes the Applicable Laws. The Contractor shall be liable for the damage caused by the Processing only where it has not complied with obligations of the Applicable Laws specifically directed to the processors or where it has acted outside or contrary to lawful instructions of the Company. If claims or administrative fines are directed against the Contractor as a result of breach of this DPA or Applicable Laws, the Contractor shall immediately notify the Company thereof and take every possible measure to mitigate the damages resulting from the breach.

Each Party is obliged to pay the part of the imposed damages and administrative fines that reflects its liability for the damage according to the supervisory authority or court decision. In other respects, the **Parties' liability is determined in accordance with the Agreement.**

14. **Effect of Changes.** The Contractor informs the Company in writing of all changes that may affect its ability or prospects to comply with this DPA and the written guidance of the Company. The Parties will agree of all additions and changes to this DPA in writing.

15. **Force and Validity.** This DPA enters into force when signed by both Parties. The DPA remains in force for as long as (i) the Agreement remains in force, or (ii) the Parties have obligations towards each other based on the Agreement. The obligations, which due to their nature are intended to remain in force regardless of the expiry of this DPA remains in force after the expiry of this DPA. This DPA expires with respect to the Agreement, when the Processing of the Personal Data under the Agreement and this DPA has ended.

16. **Applicable Law and Dispute Resolution.** This DPA shall be governed by and construed in accordance with the laws of the Republic of Latvia. Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in the competent court of the Republic of Latvia.

For and on behalf of the Company:

For and on behalf of the Contractor:

\_\_\_\_\_

[●]

\_\_\_\_\_

[●]

*[ THIS DOCUMENT IS ELECTRONICALLY SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP ]*



Information on Data Processing

[place] [date]

**INSTRUCTIONS AND PURPOSE**

The Contractor undertakes to Process the Personal Data only in compliance with the **Company's** instructions according to this Annex 1. In the event the Contractor lacks information necessary to carry out its obligations, the Contractor shall promptly inform the Company thereof and await necessary instructions.

1. **The purpose of the Processing:** [to describe]
2. The nature of the Processing: [to describe]
3. The types and categories of Personal Data that shall be Processed: [to describe]
4. The categories of data subjects: [to describe]
5. The place for the Processing: [to describe]
6. The duration of the Processing / retention period: [to describe]

For and on behalf of the Company:

For and on behalf of the Contractor:

\_\_\_\_\_

[●]

\_\_\_\_\_

[●]

Approved Sub-Processors

INSTRUCTIONS AND PURPOSE

The Contractor is only permitted to subcontract any of its Processing operations performed on behalf of the Company when the Contractor has received a written consent from the Company. The Contractor must execute a written agreement with the Sub-Processor according to which the Sub-Processor is required to abide by the same obligations as those in the DPA and the Agreement. The Contractor shall keep an up-to date list of the identity and location of all Sub-Processors. The Contractor will at all times remain fully responsible for the Sub-Processor's compliance with the provisions of the Agreement and the DPA.

1. The Company hereby permits the Sub-Processor(s) listed below to Process the Personal Data in accordance to Applicable Laws, the Agreement and the DPA.
2. **The purpose of the Processing:** [*to describe*]
3. The nature of the Processing: [*to describe*]
4. The types and categories of Personal Data that shall be Processed: [*to describe*]
5. The categories of data subjects: [*to describe*]
6. The place for the Processing: [*to describe*]
7. The duration of the Processing / retention period: [*to describe*]

For and on behalf of the Company:

For and on behalf of the Contractor:

\_\_\_\_\_

[●]

\_\_\_\_\_

[●]

## Annex F: Technical Specification

### “Events Organisation in Baltic states for Rail Baltica Global Project”

#### 1 Introduction and Rail Baltica Global Project Goals

The Joint Venture of the Baltic States, RB Rail AS (hereinafter – the Company or Contracting Authority) was established in 2014 to lead and coordinate the implementation of the Rail Baltica Global Project – a cross-border project in the territories of Estonia, Latvia and Lithuania being a critical missing link of the EU’s North Sea – Baltic core network corridor.

Owned by three shareholders, the Company’s business according to the Shareholders Agreement is design, construction, and marketing, including branding, of the Rail Baltica Global Project. The role of the Company also includes coordination of the Global Project, monitoring and supervision of implementation of the Activities by other Global Project parties, development and supervision of technical and procurement standards and guidelines, and others.

The Company also submits EU financing proposals for the Rail Baltica Global Project on behalf of the national Beneficiaries (the Ministry of Economic Affairs and Communications of the Republic of Estonia, the Ministry of Transport of the Republic of Latvia, and the Ministry of Transport of the Republic of Lithuania).

It also serves as the central purchasing body for all parties for the procurement of studies, plans, designs for the Global Project, railway sub-systems, including Control, Command and Signalling as well as Energy, construction materials and key components, and cross-border track sections.

Each year numerous public communication and community engagement activities, including public events and other communication initiatives are being carried out to ensure partner (current and future suppliers, critical and strategic project stakeholders, local communities and NGOs, media etc.) engagement, visibility of the project in the Baltic States and beyond, and to build the trust and support for the Rail Baltica global project, which is necessary for the successful implementation of the different stages of the project.

#### 2 Goals of this Contract

To provide full-service events organizing services including but not limited to events concept preparation, partner coordination, technical equipment, venue rental, catering services, event organization etc. for various types of events including but not limited to international business conferences, digital webinars, NGO meetings, press events etc.). Considering the nature of the Rail Baltica cross-border project, many of events are planned to be organized on an international level.

#### 3 General requirements

##### Expected type of events

	Type		Number of participants	Preliminary number of events per 1 (one) calendar year
1.	International conferences (e.g. Rail Baltica Global Forum)	On-site / physical event	100-250	1
2.	Hybrid events (e.g. Industry Day)	On-site and online	50 (on-site) / unlimited number remotely	1
3.	Events for media	On-site and online	20 – 40 (on-site) / unlimited number remotely	2
4.	NGO meetings	On-site and online	20 – 40 (on-site) / unlimited number remotely	4
5.	Webinars	Online	n/a	4

*Please note, that the event types is just estimations and there could be changes in the event types, places etc.*

**Contracting Authority requires events agency's services with the following specification:**

1. Ability to provide services in Lithuania, Latvia, or Estonia and / or on a cross-border level.
2. Have experience of organizing international and regional events (e.g., business conferences, online seminars / webinars and forums, NGOs and partner gatherings, corporate events, media events).
3. Providing all necessary event technical equipment and / or services: venues, sound, lights, electricity, screens and other technical equipment and its assembly / disassembly.
4. All technical possibilities to organize a remote event, including knowledge about available relevant platforms for online events organization.
5. Ability to provide event decoration, design, visual solutions (including graphical design works).
6. Ability to catering services.
7. Ability to organize cleaning services.
8. Ability to provide translation services during the on-site/digital event (Lithuanian, Latvian, Estonian and English and / or other mix of languages).
9. If needed should be provided script for the event.
10. All organization services, ideas, concept development, time, space, and entertainment planning services.
11. Photography and video services.
12. Ability to coordinate other event partners (including hosts, participants, speakers etc.).
13. Assistants, entertainers, technical, service staff, stage technicians, kitchen workers, technicians, drivers if necessary are provided.
14. Ability to offer entertainment during the event.
15. Creation and distribution of invitations to the event, if necessary.
16. Assistance in ensuring a smooth and efficient registration process for participants.
17. Finding the right location/ venue for the event according to the needs.
18. **If needed, should organize receipt of the licenses and permits. Support in developing event's partner and public communication materials (including setting up dedicated event platforms etc.)**
19. The event organization service provider searches for orders, coordinates the execution of all services and facilities directly related to the event, controls the quality of services and facilities, and administers documentation.

#### **4 Requirements and principles of implementation of requests**

Contracting authority at any time will issue request order (according to the form) where event type and other requirements for particular event will be specified and invite selected Contractors to submit proposal for the provision of services. The selection process is specified in Framework Agreement.

The Contractor shall prepare scenario script and provide planning and organisation of the event, including communication with the representatives of Contracting Authority.

#### **5 Place of Performance of services**

It is assumed that the selected Contractors expert team carries out its duties for a specific task either remotely at the premises of the company or at the location where events is planned in -Latvia, Lithuania or Estonia.

#### **6 Principles of services quality**

Contracting authority reserves the right to request the Contractor to replace a team member in case of any of the following reasons:

- repeated careless performance of duties;
- incompetence or negligence;
- non-fulfilment of obligations or duties stipulated in the Framework agreement;

- poor knowledge of English language (unsatisfactory presentation, communication, writing skills in English);
- termination of employment relations or cooperation agreement with the Service provider.

It is assumed by the Contracting Authority, that Contractor:

- a) ensures high level team availability on demand basis for events organisation and ensure high quality service
- b) proposes an optimum structure for the Project Team, based on the requirements to organise particular event tasks
- c) performs the tasks in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set deadlines and to the highest professional, diligence and ethical standards and be fully independent.
- d) shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for service provision.
- e) shall ensure that its team members involved in service provision are adequately supported and equipped. In particular, the Service provider shall ensure that there is enough administrative, secretarial and interpreting provision to enable team members to concentrate on their primary responsibilities. The Service provider must also transfer funds as necessary to support its activities under the Contract and ensure that his employees are paid regularly and in a timely manner. Costs for administration of service contract and office operation including telecommunication costs shall be included.
- f) shall organise all communication with the involved parties, sub-contractors, suppliers of the particular venue and ensure the coordination of the event in accordance to the safety standards and regulations. In case the event place is the construction site, Contractor ensures communication and information related to safety measures for visitors.

### **Annex G: Representatives**

The authorised representative(s) of the Company for the Agreement fulfilment issues and procedures (each separately):

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The authorised representative(s) of the Contractor for the Agreement fulfilment issues and procedures:

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