

FRAMEWORK AGREEMENT PART ...¹

Estonian Centre for International Development (hereinafter referred to as **the customer or contracting authority**), registry code 90015347, Tatari street 1, 10116 Tallinn, who is represented by a member of the management board Klen Jäärats

and

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 1 or party**),

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 2 or party**),

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 3 or party**) and

All contractors are entered

hereinafter separately or jointly by the parties, have entered into this framework agreement (hereinafter the **agreement**) in the following:

1. Purpose and subject-matter of the agreement

- 1.1. The purpose of the framework agreement concluded on the basis of the public procurement "Information and Cyber Security Matters and Services" (with reference number 301036, part ...) organised by the contracting authority is to agree on the manner in which **procurement contracts are concluded between the contracting authority and the partners of the framework agreement** for the ordering of works that are the subject of the framework agreement during the validity of the framework agreement.
- 1.2. The framework agreement does not oblige the customer to order the works or services.
- 1.3. The validity of the framework agreement is 48 months or until the performance of the obligations or the termination of the framework agreement or the fulfilment of the monetary amount of the framework agreement.
- 1.4. In addition to the state budget, the framework agreement may also be financed from foreign funds (i.e. financial resources outside the budget of the contracting authority).

2. General Terms and Conditions

- 2.1. All annexes and procurement documents, as well as the tenders submitted by the contractors in the public procurement and written notices between the parties, which are not signed separately as annexes to the framework agreement, are considered to be inseparable parts of the framework agreement.
- 2.2. If the term of the procurement contract differs from the term of the framework agreement, the term of the procurement contract shall prevail. If the terms and conditions in the annexes to the agreement differ from the terms of the agreement, the term of the agreement shall prevail.
- 2.3. In the course of the performance of the framework agreement, additional conditions may be agreed upon if they are necessary to meet the requirements arising from the terms and conditions of financing.

¹ This framework agreement project is for parts/lots 1 and 2

- 2.4. If there are additional conditions related to the financing of the works to be performed on the basis of the public contract, the contractor is obliged to comply with the requirements arising from the use of financial resources announced in the procurement contract, including the use of the symbols required in the terms and conditions of the programme.
- 2.5. The parties shall cooperate in order to perform the framework agreement and the procurement contracts concluded on the basis thereof and to achieve these objectives. The parties undertake to make all necessary efforts to perform the procurement contract on time and in accordance with the agreements.
- 2.6. The parties may, by agreement, involve an independent expert or auditor accepted by both parties to assess the quality of the works or the acceptance of the works. If the contracting authority's assessment of the quality of the work or the acceptance of the work proves to be unjustified as a result of the expert assessment, the contracting authority shall compensate for the costs of the expert assessment. If the expert assessment confirms the customer's assessment of quality or acceptance of the work, the costs of the expert assessment will be borne by the contractor.
- 2.7. A party has the right to make proposals to the other party to improve the quality of the performance of procurement contracts. If a party has submitted an inquiry to the other party in a matter related to the performance of the procurement contract, the party is obliged to respond to it (provide relevant feedback) as soon as possible, but no later than within 5 working days, unless the request requires additional analysis or systematisation of information.
- 2.8. The parties are obliged to participate in working meetings in order to solve problems that have arisen in the course of work and to exchange information at the customer's premises or virtually. Participation in working meetings is not remunerated by the contracting authority, unless otherwise agreed in the procurement contract.
- 2.9. The languages of performance of the agreement are Estonian and English, among other things, they are also the languages of concluding procurement contracts, working meetings and other communication, and documenting the works. The parties may agree on the need to perform the agreement in other languages, but a project manager who speaks English and the ability to communicate and document in Estonian must be ensured (an interpreter is also suitable).

3. Rights and obligations of the parties

- 3.1. The contractor undertakes:
 - 3.1.1. perform the agreement on the terms and to the extent agreed upon in the procurement contract, including ensuring the timely start, performance, completion and delivery of the works to the contracting authority;
 - 3.1.2. ensure the availability of the resources necessary for the performance of the procurement contract, the high professional level of the contractors and the very good knowledge of the necessary technology and methodologies, have suitable environments for the performance of the contract, including everything related to it, including the licenses of the software used, or use the customer's existing shared environments;
 - 3.1.3. cooperate with third parties keeping in mind the customer's needs (e.g. with a business customer, other development partners, etc.);
 - 3.1.4. immediately inform the contracting authority of any circumstances hindering the performance of the procurement contract that interfere with the proper performance of the public contract;

- 3.1.5. be guided by the guidelines and rules of the contracting authority in achieving the objectives of the contract, contacting the contracting authority for this purpose, if necessary;
 - 3.1.6. take into account that in order to perform the procurement contract, it may be necessary to modify and supplement the existing code and ensure the integrity of processes and functionality after the code has been changed or supplemented;
 - 3.1.7. in the case of work ordered on an hourly basis, submit time reports for the performance of the procurement contract to the customer (each team member personally);
 - 3.1.8. provide support to the customer regarding the work performed, including offering consultation and training until the end of the warranty period;
 - 3.1.9. perform the procurement contract with high quality and in accordance with good practices and practices in the field. The contracting authority assumes that the contractor is a professional in the field of cyber security who understands and consciously assumes the risk of the fulfilment of the functional and non-functional requirements of the procurement contract and the achievability of the result. As a result, the contractor is also subject to the obligation to perform works that have not been agreed upon in the public contract, but which, by their nature, belong to the works related to the public contract. The performance of these works is not subject to separate remuneration, and the contractor performs the described work within the framework of the performance of the procurement contract;
 - 3.1.10. immediately notify the contracting authority of a cyber incident against the contractor and, at the contractor's request, submit a cyber incident report to the contracting authority;
 - 3.1.11. notify in a format that can be reproduced in writing of any interest that may cause a conflict of interest in the performance of the contract;
 - 3.1.12. not to transfer personal data obtained in the course of the performance of the procurement contract outside the territory of the Member States of the European Union, the countries of the European Economic Community and the country where the project is located without the express written consent of the contracting authority;
 - 3.1.13. use and process the personal data received in the course of the performance of the procurement contract only for the performance of the contract and on the basis of documented instructions from the customer, unless the contractor is obliged to process the information under the law applicable to the contractor. In the latter case, the contractor shall inform the contracting authority of the existence of such an obligation before processing the information, unless such notification is prohibited by the law applicable to the contractor on grounds of overriding public interest.
- 3.2. The contractor has the right to:
- 3.2.1. receive remuneration for the performance of the procurement contract to the extent and in accordance with the procedure agreed in the procurement contract;
 - 3.2.2. use subcontractors for the performance of the contract, having previously agreed in writing with the customer. The contractor is responsible for the actions and omissions of subcontractors before the contracting authority;
 - 3.2.3. to transfer the right to issue invoices to a third party without concluding an amendment to the contract, if they have submitted a notice to the customer to that effect;
- 3.3. The customer undertakes:

- 3.3.1. pay the contractor for the work in accordance with the terms and procedures set out in the contract;
 - 3.3.2. provide the contractor with clear and timely instructions and information necessary for the performance of the work, which may contribute to the achievement of the best result of the work;
 - 3.3.3. immediately, but no later than within two working days from the occurrence of the relevant circumstances, inform the contractor in writing of the occurrence of such circumstances that may hinder the performance of the work.
- 3.4. The customer has the right to:
- 3.4.1. always monitor the performance of the procurement contract and provide the contractor with mandatory instructions in this regard;
 - 3.4.2. refuse to pay the remuneration in part or in full if the contractor failed to carry out the proper work by the agreed deadline and the breach by the contractor is not objectively justified;
 - 3.4.3. to involve other state authorities of the contracting authority in providing information for the performance of the contract, in the role of payer and/or quality control of work. The involvement of a third party by the contracting authority cannot be regarded as an amendment of the framework agreement within the meaning of the Public Procurement Act.

4. Handover and acceptance of work

- 4.1. The contractor performs the work in accordance with the procurement contract and its annexes, which are announced within the framework of the mini-competition.
- 4.2. The contractor submits the completed work to the customer's contact person for review and submission of proposals. The contracting authority shall review the work of the submitted stage within 10 working days from the delivery of the work and submit its comments to the contractor. If necessary, a meeting between the contractor and the customer will be arranged.
- 4.3. The contractor shall make the necessary corrections at its own expense within the final version of the Work or any other reasonable period specified by the Contracting authority. The parties then sign a deed of delivery and acceptance of the work, confirming that the work has been delivered, reviewed and accepted.
- 4.4. The documents prepared based on the procurement contract shall be handed over to the contracting authority in a correctly formatted manner and in the language specified in the procurement documents of the mini-competition (English or Estonian). The documents are submitted in digital format, and the format of the documents is agreed upon by the parties during the performance of the contract.
- 4.5. On behalf of the customer, the acts of delivery and acceptance of the work are signed by the contact person specified in the contract.
- 4.6. By agreement of the parties, the deadlines specified in the procurement contract may be changed if this is necessitated by unforeseen circumstances at the time of conclusion of the procurement contract and the change of letters is necessary for the performance of the work of higher quality. Among other things, the contractor has the right to make a proposal to the contracting authority to amend the deadlines if this is caused by a breach of the contracting authority's contractual obligations, and the contracting authority has the right to reject the contractor's proposal to extend the deadlines if this is caused by a breach of the contractor's contractual obligations.

5. Fee and terms of payment

- 5.1. During the validity of the framework agreement, the maximum hourly rate shall be the following rates, excluding VAT, according to the tenders:
 - 5.1.1. contractor 1 one hourly fee ____ euros excl. VAT;
 - 5.1.2. contractor 2 one hourly fee ____ euros excl. VAT;
 - 5.1.3. *The fees of all contractors will be entered*
- 5.2. The cost of one working hour presented in the composition of the tender will be indexed for the first time from 01.02.2027. As of 1st of February of each calendar year, the cost of one working hour is indexed to mini-competitions conducted during the following 12 months, i.e. the price per hour of work does not change within the framework of valid procurement contracts and the indexed price can be offered in a mini-competition after indexation. Indexation takes place based on the consumer price index, i.e. the maximum cost of one working hour increases or decreases by the change in the consumer price index of the full calendar year preceding the moment of indexation. At most, the unit price may increase by 20% of the initially presented unit price because of indexation over the entire period of the contract. In the case of a negative consumer price index, the cost of one working hour is reduced according to the change in the consumer price index, but not less than the cost of one working hour agreed upon at the conclusion of the contract.
- 5.3. The volume of the framework agreement is a maximum **of xxx²** euros excluding VAT, which will be summed up based on all procurement contracts concluded with contractors.
- 5.4. The customer pays the contractor for the work according to the invoices submitted, which are in accordance with the prepared and mutually signed deed.
- 5.5. The contractor submits to the customer e-invoices that comply with the Estonian e-invoice standard. The e-invoice must be submitted to the purchase invoice management environment of the customer's e-invoice operator (AS Fitek). In addition to the data specified in the standard, the e-invoice must also include the first and last name of the customer's contact person, the procurement contract number, the reference number of the contract part and the reference number of the public procurement.
- 5.6. The invoices submitted by the contractor must clearly and unambiguously refer to the procurement and framework contract, comply with the provisions of the act of delivery and receipt and the requirements of the Value Added Tax Act. An invoice that does not meet the conditions set out in this clause is not payable.
- 5.7. The customer pays the submitted invoices within 14 calendar days of receiving the required invoice. The place of receipt of the amount indicated on the invoice is the bank account number indicated by the contractor on the invoice.
- 5.8. The date of payment of the invoice is considered to be the date of submission of the respective payment order to the State Treasury.

6. Contractor Team

- 6.1. The team members submitted in the framework procurement tender participate in the performance of the contract, unless it is not possible to do so due to circumstances beyond the control of the contractor and the team member has been replaced by a new team member who meets the terms and conditions of the procurement with the customer's consent that can be reproduced in writing.

² Added upon conclusion and consists of an estimated cost plus 20% to cover indexation.

- 6.2. The contractor may involve additional team members with the customer's consent, which can be reproduced in writing. Additional team members must meet the requirements set out in the public procurement.
- 6.3. If the experience of a team member was assessed in the course of a procurement procedure and the evaluated team member is replaced or supplemented, the person to be replaced or added must score the same points in the evaluation. Replacement or supplementation is allowed with the customer's consent that can be reproduced in writing..
- 6.4. At the request of the contracting authority and for the specified term, the contractor shall replace a team member if, in the reasoned opinion of the contracting authority, the person proves to be incompetent or unsuitable for the performance of the contractual tasks or if the performance of his/her contractual tasks continuously harms the performance of the contract. The contractor bears all costs related to the replacement. Additional team members must meet the procurement criteria set for the role.
- 6.5. The contractor shall guarantee the existence of team members not personally named in the public procurement and their compliance with the qualifications/previous work experience required in the public procurement and shall nominate the contractors by name upon the conclusion of the procurement contract.
- 6.6. Upon conclusion of the contract, the contracting authority may order new roles in addition to the roles of the team members required in the public procurement, if this is due to the nature of the work to be ordered and it is expedient to involve team members with different competencies in order to perform the work efficiently. In this case, the competency requirements for the role of the new team member are determined *in the mini-competition/order*.
- 6.7. All confidentiality requirements apply to the persons additionally involved.

7. Award of public contracts

Applicable if the framework agreement is concluded with several partners (and the clauses of ordering work with one partner below are removed):

- 7.1. The basis for the performance of the works is the concluded procurement contract.
- 7.2. The customer organises mini-competitions according to actual needs and the partners of the framework agreement must be prepared for possible time breaks between the commissioning of works.
- 7.3. In order to conclude the contract, the contracting authority shall submit a proposal to the partners of the framework agreement in a format that can be reproduced in writing (organise a mini-competition) and shall give a reasonable time for the submission of the tender, taking into account the complexity of the works and the time required for the submission of the tender.
- 7.4. In the technical specifications of the procurement contract to be concluded, the contracting authority determines the content of the works and the results to be delivered (list of works), the volume of the works, time and budget restrictions, stages and other important conditions.
- 7.5. The mini-competition has the right to set additional conditions for the team according to the object of the procurement contract. Also, a mini-competition always has the right to apply the grounds for exclusion and ask for a procurement passport. The mini-competition also has the right to make it mandatory to involve companies, citizens or

institutions of the target country in the performance of the works, i.e. to require the use of local partners.

- 7.6. When conducting a mini-competition, the contracting authority selects the most economically advantageous tender as follows:
- 7.6.1. "total cost of performing works", "monthly cost of works", "cost of one working hour", "licence fee", etc. (depending on the methodology of the works to be ordered): 30 – 40%;
- 7.6.2. "quality criterion" means a task related to the work to be planned/commissioned, such as a blueprint for the execution of the work, additional experience of the team, involvement of locals, maintenance and warranty conditions, etc.: 60 - 70%.
- 7.7. The contracting authority has the right to set a fixed budget instead of the provisions of clause 7.6 and to select the most economically advantageous tender as follows:
- 7.7.1. „volume of work to be performed“ (e.g. in hours/time, etc.)/scope, etc.: 30 – 40%;
- 7.7.2. „quality criterion“ means a task related to the work to be planned/commissioned, such as a blueprint for the execution of the work, additional experience of the team, involvement of locals, etc. in the range: 60 - 70%.
- 7.8. The terms and conditions of the mini-competition stipulate the number of contractors with which a procurement contract will be concluded, i.e. the contracting authority may enter into contracts with several partners if it is necessary in view of the circumstances.
- 7.9. If necessary, the contracting authority has the right to ask for additional confirmations and data on the existence of the prerequisites necessary for the performance of the works.
- 7.10. When submitting a tender, all the requirements and conditions of the mini-competition must be complied with.
- 7.11. The contracting authority will open the tenders after the deadline specified in the invitation to the mini-competition.
- 7.11.1. The contracting authority shall check the compliance of the tenders and evaluate all tenders that meet the requirements on the basis of the specified evaluation criteria, in which there are no substantive deviations from the terms and conditions of the mini-competition. The contracting authority will not evaluate tenders that do not comply with the conditions of the mini-competition. Thereafter, the contracting authority verifies the successful tenderer's compliance with the qualification criteria and checks the grounds for exclusion.
- 7.11.2. The contracting authority may evaluate the tenders before verifying the conformity of the tenders or the absence of grounds for exclusion against the tenderers and their compliance with the qualification criteria. In such a case, the contracting authority will check the compliance of the tender, the compliance of the tenderer with the qualification criteria and the absence of grounds for exclusion only in the case of the successful tenderer. If the successful tenderer's tender turns out to be non-compliant as a result of the inspection, the tenderer does not meet the qualification criteria or the tenderer is excluded from the procedure, the contracting authority has the right to declare the tenderer next in the ranking as successful as a result of the evaluation and to carry out the described inspections in respect of him or her.

- 7.12. If one tender that has been found to be compliant is received in the mini-competition, the contracting authority has the right not to carry out a substantive evaluation and the tender is awarded the maximum points.
- 7.13. If the tender does not meet the conditions of the mini-competition, it will be rejected.
- 7.14. Before concluding the procurement contract, the contracting authority has the right to declare the mini-competition invalid on its own initiative, if justified, by notifying the partners of the framework agreement thereof.
- 7.15. The contracting authority has the right to reject the tender and decide not to conclude the procurement contract or to declare the mini-competition invalid in accordance with the framework agreement if:
- 7.15.1. the tender(s) do not meet the conditions;
 - 7.15.2. the tender(s) exceed the estimated cost;
 - 7.15.3. The contracting authority does not receive approval for the final application for the award of a procurement contract involving foreign funds.
- 7.16. If no tender is received for the mini-competition or none of the tenders are successful (including a situation arises where the tenderer does not pass a background check), the contracting authority has the right to submit a tender for the direct conclusion of a procurement contract with the same object of procurement in such a way that the conditions for the performance of the procurement contract are not significantly changed. The contracting authority is allowed to make changes in the duration of the public contract, including the deadlines, and the volume of the procurement contract according to the reasons for the failure of the mini-competition. It is not allowed to change the object of the procurement contract, i.e. the scope. A direct bid can be made in the following order:
- 7.16.1. First, make a bid for the award of the procurement contract to the contractor who earned the most points in the framework agreement;
 - 7.16.2. Tenders may then be submitted to the following contractors for the award of the procurement contract in accordance with the order of evaluation.
- 7.17. The contracting authority shall enter into a procurement contract for the performance of the works in accordance with the terms and conditions of the mini-competition and shall notify the partners of the framework agreement of the result of the mini-competition. The contractor undertakes to sign the procurement contract within 3 working days of sending the procurement contract for signature at the latest.

Applicable if the framework agreement is concluded with a single tenderer (and the above-mentioned points for ordering works with several tenderers are removed). If the framework agreement has been concluded with one tenderer as a result of a procurement procedure, no mini-competitions will be conducted:

- 7.18. The performance of the works is based on the concluded procurement contract. The procurement contract is deemed to have been concluded upon submission of the order and acceptance of the tender by the contracting authority, as well as upon the conclusion of the procurement contract on a specific form. In this subsection, the specification of the tender within the meaning of § 30(3) of the PPA is considered to be a tender.
- 7.19. In order to submit orders and conclude the procurement contract, the contracting authority shall contact the contractor directly, presenting the terms and conditions of the procurement contract.

- 7.20. The performance of the works is carried out on the basis of the technical specification fixed in the order, which specifies the content of the works and the results to be delivered (list of works), if possible, the volume of the works, time and budget restrictions and other important conditions. The conditions can be fixed in stages. Within the framework of the terms and conditions, the contracting authority may impose an obligation on the involvement of local partners in the destination country in the performance of the contract.
- 7.21. In order to order work, the customer shall submit an order to the contractor in a format that can be reproduced in writing, except in the case of ongoing consultation. An order is a written request to the contractor to perform the work, either as an order letter, after which the procurement contract is concluded on a specific form or through the work management environment.
- 7.22. The contracting authority shall give a reasonable time for the submission of the tender, taking into account the complexity of the works to be ordered and the time required for the submission of the tender. When submitting an offer, all the requirements set out in the order must be followed.
- 7.23. If possible, the contractor shall assess the volume of work on the basis of the order and submit a price offer for the performance of the work and/or other data required in the order (offer) by the deadline specified in the order.
- 7.24. If the offer does not meet the conditions of the order or is not acceptable for any other reason, it will be rejected.
- 7.25. The contracting authority has the right to reject the submitted tender and decide not to award the procurement contract or to declare the order submitted in accordance with the framework agreement invalid if:
- 7.25.1. the tender does not meet the conditions;
 - 7.25.2. the customer's need to fulfil the order disappears or changes;
 - 7.25.3. exceeds the estimated cost, or;
 - 7.25.4. The contracting authority does not receive approval for a full application for the award of a procurement contract related to foreign funds.
- 7.26. The contracting authority shall enter into a procurement contract for the performance of the works in accordance with the terms and conditions of the mini-competition and shall notify the partners of the framework agreement of the result of the mini-competition. The contractor undertakes to sign the procurement contract within 3 working days of sending the procurement contract for signature at the latest.

8. Error reporting, bug fixes and warranty

- 8.1. Error corrections are corrections to work that are discovered and eliminated during the period of validity of the procurement contract. The guarantee will enter into force at the end of the procurement contract.
- 8.2. A party shall notify the other party of any detected defects as soon as possible in the agreed manner. The party that discovered the error registers the error, indicating the cause of the error, the expected deadline for correcting the error and its criticality, if possible.
- 8.3. The contractor is obliged to carry out the error correction within the least possible time.
- 8.4. If, after correcting the errors, the contractor delivers work in which errors continue to occur during the acceptance testing of the contracting authority (second handover of the work with errors), the contracting authority may decide whether to give the contractor a new deadline for correcting the errors or to eliminate the errors itself or

with the help of a third party, reducing the remuneration paid to the contractor in proportion to the costs incurred for correcting the errors.

- 8.5. The contractor shall provide a guarantee for the works performed on the basis of the procurement contract for at least **12** months (specified in the procurement documents of the mini-competition), if it is objectively possible. The relevant agreement is noted in the procurement contract each time.
- 8.6. The warranty covers all defects and non-conformities that occur in the work during the warranty period, which have not arisen as a result of the actions of the customer or third parties. The warranty also covers changes and modifications to all work that have been done by the contractor and that have not significantly changed the work previously performed.
- 8.7. The contractor shall eliminate defects and non-conformities in the works during the warranty period free of charge, including updating or replacing all related documents.
- 8.8. If the contractor proves that the defect eliminated was not covered by the warranty, the contracting authority will reimburse the direct costs incurred by the contractor in connection with the rectification of the defect. The compensation of costs is based on the price of one working hour for the performance of the works fixed in the procurement contract within the framework of which the error has been discovered.
- 8.9. If the contractor is unable to eliminate the errors by the agreed deadline, the contracting authority may eliminate them themselves or arrange for them to be eliminated with the help of a third party, notifying the contractor thereof. The customer has the right to demand compensation from the contractor for all costs incurred in connection with the elimination of the defect in the manner described above, if it was a defect covered by the warranty.

9. Intellectual Property

- 9.1. The intellectual property rights to the results of the work performed under the procurement contract belong to the contracting authority on the terms and conditions set out in this contract, if it is objectively possible (to be specified in the mini-competition according to the object of the contract). The fee for the transfer and licensing of copyrights is included in the procurement contract fee.
- 9.2. If possible, the Customer shall have all the author's economic rights and exclusive licence to the results of the work, including the right to reproduce, process, distribute and make available to the public the documents prepared by the Contractor in the performance of the procurement contract in any form and on any medium, without geographical restrictions and for an indefinite period. The proprietary rights and exclusive licence shall be deemed to have been transferred to the contracting authority upon the signing of the act of delivery and receipt by the parties.
- 9.3. The contracting authority has the right to carry out developments and changes to the results of the work itself or to order it from a third party without applying for additional permission from the contractor and without notifying the contractor, provided that in the case of such developments and changes it is clearly understood that the author of such developments and changes is not the contractor. If this is not clear, the contracting authority must notify the contractor in advance and give the contractor the opportunity to demand that their name be removed from the results of the work.
- 9.4. The customer has the right to freely use what has been developed under the contract, including the right to give the work created on the basis of the procurement contract to third parties for use.
- 9.5. The provisions of this chapter may be amended or specified in the procurement documents of the mini-competition.

10. Confidentiality obligation

- 10.1. The parties undertake not to disclose confidential information received under the Agreement to third parties, except in cases provided for by law.
- 10.2. The parties shall comply with all applicable data protection and information security legislation.
- 10.3. The parties shall forward confidential information only to those persons who are directly involved in the performance of the procurement contract and shall ensure that such persons are aware of and comply with the requirement of confidentiality.
- 10.4. By confidential information, the parties mean personal data that have become known in the course of the performance of the procurement contract and information to which access restrictions have been imposed, as well as other information the disclosure of which could harm the interests of the parties.
- 10.5. The responsibility for the performance of the confidentiality obligation lies with the party for all persons involved by it in the performance of the contract.
- 10.6. The confidentiality requirement is valid for an indefinite period. Due to the nature of the confidential information, the customer has the right to set additional requirements and/or instructions for the processing of personal data.
- 10.7. The parties shall not disclose (including in the media) information created or become known in the course of the performance of the procurement contract without the written consent of the other party before the signing of the final act of delivery and acceptance of the procurement contract.
- 10.8. The obligation of confidentiality is valid for an indefinite period.

11. Responsibility

- 11.1. The parties are liable for any breach of their contractual obligations pursuant to the law and the procedure laid down in the contract. A party's liability for damage caused by a breach of procurement contract is limited to the price of a one-time procurement contract excluding VAT. The limitation of liability does not apply in the event of an intentional breach of contract.
- 11.2. The contractor is liable for the actions and violations of its subcontractors and their representatives or employees, such as its own actions. In the case of subcontracting, the Contracting authority's approval of the subcontracting performance of any part of the procurement contract shall not relieve the contractor of any of its contractual obligations. The contractor may not transfer its contractual obligations to a third party or involve a third party for the performance of its contractual obligations without the express written consent of the contracting authority.
- 11.3. If the Contracting authority delays the payment of the Fee on the basis of a duly submitted invoice to the Contractor beyond the term agreed upon in the Contract, the Contractor shall have the right to demand a fine for delay of up to 0.5% of the delayed amount from the Contracting authority who has delayed payment for each calendar day of delayed payment.
- 11.4. If the contractor delays the delivery of the work or part of the work beyond the term agreed upon in the contract, the contracting authority has the right to demand a contractual penalty of up to 0.5% of the remuneration payable under the procurement contract for each calendar day delayed in delivery. The contracting authority may also demand payment of a contractual penalty for the time when the contractor makes corrections to the work in connection with the non-compliance of the work with the contract. The contractor shall not be liable for delays in delivery if the delay was caused solely by circumstances dependent on the contracting authority. If a violation of other provisions of the procurement contract is detected, the contracting authority has the

right to demand and the contractor is obliged to pay a contractual penalty of up to 1000 euros for each violation.

- 11.5. If a breach of confidentiality obligations is established, the injured party has the right to demand and the party that violated the confidentiality obligation is obliged to pay a contractual penalty of up to 5000 euros for each respective violation. The right to determine the amount of the contractual penalty lies with the party filing the contractual penalty claim.
- 11.6. In the event of a material breach of the contract, the contracting authority has the right to submit a contractual penalty claim of up to 10,000 euros to the contractor for each violation. In the event of a significant breach of a procurement contract by a contractor, the contracting authority does not have to set an additional term specified in § 114 of the Law of Obligations Act for the performance of the contractor's contract, and the contracting authority has the right, among other things, to cancel the procurement contract or withdraw from the procurement contract.
- 11.7. In addition to the provisions of the Law of Obligations Act, a material violation includes, among other things, the following:
 - 11.7.1. failure to award the procurement contract without a good reason or failure to commence its performance;
 - 11.7.2. lack of rights (including permits, licences, intellectual property rights) necessary for the performance of the contract;
 - 11.7.3. violation of intellectual property rights and the terms and conditions of their use;
 - 11.7.4. repeated (at least twice) replacement of a crew member by a person who does not meet the agreed requirements, or replacement of a crew member without the prior consent of the participant, at least in a format that can be reproduced in writing;
 - 11.7.5. repeated (at least twice) non-performance of contractual obligations;
 - 11.7.6. failure to deliver the matter on time in such a way that the fulfilment of the purpose of the procurement contract is no longer realistic within the deadline and/or due to the actions or omissions of the contractor, it is no longer possible to use the funds intended for financing the public contract;
- 11.8. transfer of contractual obligations to a third party without concluding a corresponding amendment to the contract.
- 11.9. Contractual penalties and interest on arrears shall be paid within 21 calendar days from the receipt of the respective claim.
- 11.10. The payment of contractual penalties and interest on arrears arising from the contract, as well as compensation for the damage caused, shall not release the party that violated the procurement contract from the performance of any obligations under the contract.
- 11.11. In the event of non-performance of the obligations assumed under the procurement contract or damage caused to the contracting authority or third parties by improper performance, the contractor undertakes to restore the situation prior to causing the damage or to compensate the costs incurred by the contracting authority for the restoration of the situation.
- 11.12. The parties may reduce the claim for contractual penalty, interest on arrears or compensation for damage by agreement and agree on other additional obligations instead of the claim. A party has the right to set off its claim against the other party's claim.

11.13. Without prejudice to the other provisions of the Agreement, the parties shall take reasonable steps to reduce the damage that is or may be the basis for any claim for damages under the Agreement.

12. Entry into force, amendment and termination of the agreement

12.1. The framework agreement and the procurement agreement enter into force once the parties have signed the agreement.

12.2. The framework agreement and the procurement contract shall be terminated upon the performance of contractual obligations, the cancellation of the respective procurement contract or on any other basis arising from the law.

12.3. The contracting authority may terminate the framework and procurement contract at any time in writing without prior notice. In this case, the customer undertakes to accept the work done by the time of cancellation and pay a fee for it according to the volume of work performed. The customer is not obliged to pay for the work or a part thereof that does not comply with the conditions set out in the procurement contract and its annexes.

12.4. The framework agreement and the procurement contract may be amended under the conditions set out in the procurement contract by a written agreement between the parties, which is formalised as an annex to the contract.

13. Forwarding notices and contact persons

13.1. Notices are generally forwarded by e-mail, subject to the terms and conditions of the Rules of Procedure, if any. In the case of sending by e-mail, including digitally signed documents, the notice is deemed to have been received at the time indicated in the notice of arrival or at the time indicated in the e-mail.

13.2. If the forwarding of the notice has significant legal consequences, the notice must be sent digitally signed by a party with the right to sign. An informative message can also be sent by phone. A notice that does not have legal consequences is considered informative.

13.3. A written notice is deemed to have been received by a party if it is handed over against a signature or if the notice has been sent by registered mail by a post office to the address notified by the party and 5 calendar days have passed from the posting.

13.4. The customer's contact person(s) are:, telephone, e-mail: or his substitute;

13.5. The contact person(s) of the contractor are: ...,, phone ... E-mail: or his substitute;

13.6. It is the competence of the contact persons to provide the other party with the necessary information and instructions within the limits of their competence, to give consent to the change of team member, to check the quality of the procurement contract performed, to transfer the object of the procurement contract and to accept and sign the act.

13.7. If the contact person changes, a party shall immediately notify the other party in writing.

14. Final provisions

14.1. Disputes related to the framework agreement that the parties have not been able to resolve through negotiations will be submitted to Harju County Court for resolution.

14.2. Estonian law applies to the framework agreement. As this is a mixed type of contract, in addition to general contractual legal remedies, legal remedies arising from the law must also be taken into account, which are used on the basis of Chapter 35 or 36 of the Law of Obligations Act, depending on the nature of the violation.

14.3. In matters not regulated by the framework agreement or in a situation where a provision of the agreement is in conflict with the law, the legislation in force in the Republic of Estonia shall be taken into account.

15. Annexes that are not signed with the framework agreement

- 15.1. Annex 1 - Technical specifications;
- 15.2. Annex 2 – Draft procurement contract;
- 15.3. Annex 3 – Data Processing Agreement;
- 15.4. Annex 4 – Every contractor's tender.

16. Signatures of the parties

Contracting authority:

...

/digitally signed /

Contractors:

...

/digitally signed /

Annex 2
DRAFT PROCUREMENT CONTRACT

Estonian Centre for International Development (hereinafter referred to as **the customer or contracting authority**), registry code 90015347, Tatari street 1, 10116 Tallinn, who is represented by a member of the management board Klen Jäärats

and

____ (hereinafter the contractor), represented by ____

hereinafter separately or jointly by the parties, have entered into this procurement contract (hereinafter the contract) in the following:

1. Subject-matter of the contract

- 1.1. The object of the contract is the works specified in the technical specifications of the mini-competition "____" with the reference number ____ (hereinafter **the works**).
- 1.2. The volume of contracted work *in hours/months/cost/maximum volume, etc.*
- 1.3. *The contract is funded by ____.*

2. Terms and conditions of performance of works

- 2.1. The contractor will hand over the work *day.month.year/months from the conclusion of the contract.*
- 2.2. *In the case of an hourly contract, the contractor submits a time report for the previous month's working hours, which includes the hours worked and the work performed during them. The time report shall be submitted signed no later than on the 5th working day of the following calendar month. The last time report shall be submitted together with the act.*
- 2.3. The ordered works will be handed over according to the terms agreed upon in the technical specifications of the contract.
- 2.4. The customer inspects the work in accordance with the terms and conditions of the framework agreement.
- 2.5. Together with the work to be handed over, the contractor transfers all intellectual property rights to the work to the customer as described in the framework agreement.
- 2.6. *Warranty terms and conditions.*
- 2.7. *Contact persons, if different from those specified in the framework agreement.*
- 2.8. *All the differences compared to the provisions of the framework agreement are entered here.*

3. Contract value

In the case of an hourly contract:

- 3.1. The contract is performed on an hourly basis, the customer pays only for the working hours ordered and performed on the basis of the contract.
- 3.2. The cost of one working hour in the performance of the contract is ____ (cost in words) euros excluding VAT.
- 3.3. The reserve of the procurement contract is 10% of the maximum volume of the procurement contract.
- 3.4. The contractor submits an e-invoice to the customer in accordance with the regulation of the framework agreement.

If it's a fixed total cost:

- 3.5. The customer pays a total of ____ (cost in words) euros excluding VAT for the works ordered under the contract.
 - 3.6. The works will be handed over in the following stages:
 - 3.6.1. ____;
 - 3.6.2. ____.
 - 3.7. The reserve of the procurement contract is 10% of the maximum volume of the procurement contract.
 - 3.8. The contractor submits an e-invoice to the customer in accordance with the regulation of the framework agreement.

4. Final provisions

- 4.1. The Agreement enters into force from the moment it is signed by the Parties and is valid until the Parties perform their contractual obligations.
 - 4.2. The contract documents consist of the procurement documents of the public procurement, including the annexes to the contract, amendments to the contract and the tender.
 - 4.3. The following documents are integral parts of the contract at the time of conclusion of the contract:
 - 4.3.1. Annex 1 – Technical specifications;
 - 4.3.2. Annex 2 – Tender;
 - 4.3.3. ____.

5. Signatures of the parties

Contracting authority:

Estonian Centre for International

Development

Resgirty code: 7000094

E-mail: info@estd.com

Contractor:

Regstry code:

Regstry to
E-mail:

(digitally signed)

Member of the Management Board

Annex 3

DATA PROCESSING AGREEMENT

This addendum to the contract concerning the processing of personal data (hereinafter: **the addendum**) is an integral part of the procurement contract concluded "____" (reference number ____) concluded between the **Estonian Centre for International Development** (hereinafter: **Data Controller**³) and ____ (hereinafter: **Data Processor**⁴) for the performance of the activities specified in the contract among the target group (hereinafter: **customer**).

1. Purpose of the agreement

- 1.1. The purpose of this Addendum is to agree on the rights and obligations of the Data Processor in the processing of personal data, which guide the Parties in the performance of the contract (hereinafter referred to as the **Services**). The Annex shall enter into force after its signature by both parties. The Addendum shall be applied if the Data Processor processes the Customer's Personal Data on behalf of the Data Controller in accordance with the Agreement. This Annex constitutes a data processing agreement for the processing of personal data in accordance with the General Data Protection Regulation (2016/679) of the European Union (hereinafter: **GDPR**).
- 1.2. The categories of data subjects and the types of personal data that are processed in the provision of the service (hereinafter: **customer data**), the duration, nature and purposes of the processing of personal data, and the instructions given by the controller are set out in the procurement documents of the procurement, the contract and its annexes.
- 1.3. The Parties undertake to comply with all applicable data protection laws in relation to any personal data that has been shared under the Agreement.
- 1.4. In the event of any conflict between the Agreement and the provisions of this Annex, the provisions of this Annex shall prevail.

2. Definitions

- 2.1. For the purposes of this Annex, the definitions of the General Regulation are used in this Annex, including: the following definitions:
 - 2.1.1. "Appropriate technical and organisational measures" means processes and procedures which, taking into account technological progress and the cost of implementation and personal data, ensure a level of security appropriate to the extent of the damage resulting from any unauthorised or unlawful processing of personal data, or from accidental loss, destruction or damage.
 - 2.1.2. "Data Protection Laws" means the General Data Protection Regulation and other legislation governing the processing of personal data in force in the Republic of Estonia and their implementing or supplemental acts together with their amendments, amendments or replacements, any enforceable guidelines and codes of practice issued by any local or EU regulatory authority responsible for the protection of personal data.
 - 2.1.3. "processing of personal data" means any operation or set of operations which is performed on personal data or on sets of 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.

³ Contracting authority/ customer

⁴ tenderer/ contractor/ service provider/ agent

- 2.1.4. "personal data" means any information relating to an identified or identifiable natural person (hereinafter referred to as a data **subject**). 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 information, 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;
- 2.1.5. "personal data breach" means a breach of security that causes accidental or unlawful destruction, loss, alteration or unauthorised disclosure of personal data transmitted, stored or otherwise processed.

3. Data protection and processing of personal data

3.1. Obligations of the processor:

- 3.1.1. The Data Processor undertakes to process Customer Data in accordance with data protection laws and the Agreement and only to the extent necessary for the provision of the Service. If it is necessary for the performance of a contract, the processor may also process customer data for the following purposes: i) maintenance and use of relevant IT systems; (ii) activities related to quality, risk and customer management.
- 3.1.2. The processor shall process personal data only on the basis of documented instructions from the controller, including in connection with the transfer of personal data to a third country or an international organisation, unless it is obliged to do so by the law applicable to the processor. In such a case, the processor shall notify the controller of this legal claim before processing the personal data, unless such notification is prohibited by the right in question due to overriding public interest.
- 3.1.3. The processor informs data subjects of the terms and conditions of processing their personal data.
- 3.1.4. The processor is responsible for the accuracy of the personal data provided to the controller.
- 3.1.5. The processor undertakes to contact the controller within a reasonable period of time for clarification or further instructions if the processor is unsure of the controller's instructions. The Data Processor shall inform the Data Controller of any discrepancies found between the Code and the data protection laws or regulations of the European Union or a competent jurisdiction, in which case the Data Processor may immediately refuse to comply with the Data Controller's Instructions.
- 3.1.6. The Data Processor may use other Data Processors (hereinafter referred to as the **Other Data Processor**) for the processing of Customer Data only with the written consent of the Data Controller. Without the written consent of the controller, the processor may use other processors for the processing of customer data only if it is necessary for the IT service providers of the processor for the operation of information and communication systems and for the organisation and performance of maintenance. The processor is responsible for the activities of all other processors in the same way as for its own activities and enters into written contracts with another processor for the processing of personal data in accordance with Article 28(4) of the GDPR, which are equivalent to (and no less strict) to those provided for in the contract. If the processor wishes to involve other processors in the processing of personal data during the term of the contract, the processor shall notify the controller thereof in writing. The parties agree that if the involvement of another processor is important for the functioning of the

processor's activities and the controller has no objections to the reliability of the other processor, the controller agrees to the involvement of the other processor in the processing of personal data. The Data Controller shall confirm its agreement to engage the other Data Processor in writing. If the Data Controller has authorised the Data Processor to use other Data Processors for the performance of its obligations under this Agreement, the Data Processor will only be the contact person for responding to questions arising from this Agreement for the Data Controller, and the Data Processor shall ensure that the other Data Processor complies with the requirements of this Agreement and is bound by it in the same way as the Data Processor itself. The controller may revoke the authorisation granted to the processor to use other processors at any time.

- 3.1.7. The Data Processor undertakes to keep the Customer Data that has become known in the course of the performance of the Contract to be strictly confidential and not to use or disclose the Customer Data for any purpose other than as specified in the Agreement. Also, to ensure that the persons authorised to process personal data (including other processors, employees of the processor, etc. who have access to the personal data processed in the course of the performance of the contract) comply with the confidentiality requirement or are subject to the obligation of confidentiality under the articles of association.
- 3.1.8. The processor shall take all the measures required by Article 32 of the GDPR for the processing of personal data and implement appropriate technical and organisational measures in such a way that the processing complies with the requirements set out in the GDPR.
- 3.1.9. The Data Processor undertakes to implement appropriate technical and organisational security measures to protect the Customer's Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access to the Customer's Data, incl.:
 - prevent unauthorised persons from accessing the equipment used to process the data;
 - prevent unauthorised reading, copying and modification of data, as well as unauthorised transfer of data carriers;
 - prevent unauthorised storage, alteration and deletion of data and ensure that it is possible to determine retrospectively when, by whom and what personal data were stored, altered or deleted, or when, by whom and to which data access was obtained;
 - ensure that each user of the customer's data has access only to the data authorised for processing and to the data authorised by the customer;
 - ensure the availability of data on the data transfer: when, to whom and what personal data was transferred, as well as the preservation of such data unchanged;
 - ensure that there is no unauthorised reading, copying, alteration or deletion of data during the transmission of data by means of data communication and the transport of data carriers.
- 3.1.10. The processor shall, to the extent possible, assist the controller, by means of appropriate technical and organisational measures taken by the controller, to comply with the controller's obligations under the GDPR to respond to all requests of the data subject in the exercise of its rights, inter alia, by forwarding to the controller all requests for verification, rectification and erasure of the data received from the data subjects, objection to data processing and other requests to the controller immediately upon receipt thereof.

- 3.1.11. The processor assists the controller in fulfilling the obligations set out in Articles 32-36 of the GDPR, taking into account the nature of the processing of personal data and the information available to the processor.
- 3.1.12. The controller may carry out audits by requesting relevant information from the processor in writing for the purpose of verifying compliance with the obligations of the processor under the Annex. Controller audits may be carried out either by (i) the Data Controller or (ii) by a third party previously agreed with the Data Processor and authorised by the Data Controller. If the controller and the processor cannot agree on a third party who should conduct the audit, only the controller may conduct the audit. The request for information to the processor must specify what information, data and documents are requested from the processor as part of the audit. The Parties have agreed that: (1) the processor has an obligation to provide the controller with information, data and documents reasonably necessary to demonstrate compliance with the processor's contractual obligations, which may include existing security audit reports performed by third parties; 2) the processor does not disclose any information, data or other documents the disclosure of which would violate the confidentiality obligation arising from the relevant legislation or professional rules; (3) the processor shall not disclose any information, data or other documents relating to the resolution of an ongoing, potential or threatened lawsuit or other dispute between the controller and the processor. The controller shall treat all information obtained by the processor in the course of the audit as confidential. An audit may not be carried out more than once per calendar year and the relevant right shall in any case expire within 2 months after the processor ceases to process personal data on behalf of the controller.
- 3.1.13. The processor directs all requests from supervisory authorities directly to the controller, as the processor does not have the right to represent or act on behalf of the controller in its interactions with supervisory authorities.

4. Processing outside the European Union / European Economic Area

- 4.1. The controller authorises the processor and other processors to transfer personal data to countries outside the European Economic Area, but only if they have a lawful basis to do so, including (i) to a recipient located in a country that ensures an adequate level of protection of personal data, or (ii) on the basis of a contract that meets the European Union's requirement for the transfer of personal data to processors outside the European Union.
- 4.2. The Parties agree in advance in writing on any transfer or processing of Customer Data outside the European Union / European Economic Area.

5. Notification of a personal data breach

- 5.1. The processor shall notify the controller of any personal data breach or where there is reason to suspect that such a breach has occurred, without undue delay from the moment the data processor or another processor used by the processor becomes aware of the personal data breach or there is reason to suspect that such breach has occurred.
- 5.2. The Data Processor shall, without undue delay and no later than forty-eight (48) hours after becoming aware thereof, provide the Data Controller with all relevant information regarding the personal data breach. To the extent that the relevant information is available to the processor, the notice shall describe at least the following:
- 5.2.1. the nature, expected date and time of the personal data breach that occurred;

- 5.2.2. the name and contact details of the Data Protection Officer or other relevant contact person for further information;
 - 5.2.3. categories and approximate number of data subjects concerned, as well as the type and approximate number of relevant records of personal data;
 - 5.2.4. the likely consequences of a personal data breach, and
 - 5.2.5. the measures taken or will be taken by the processor to address the breach in order to prevent future breaches of personal data and, where appropriate, measures to mitigate the potential negative effects of the breach.
- 5.3. The processor must immediately document the results of the investigation and the measures taken for the controller.
- 5.4. The processor shall cooperate fully with the controller in order to develop and implement an action plan to remedy any personal data breaches.
- 5.5. The controller is responsible for notifying the supervisory authority.

6. Other provisions

- 6.1. Upon termination of the Agreement, the Data Processor undertakes to return all Customer Data to the Data Controller or to delete the Data and copies thereof in accordance with the instructions given by the Data Controller, unless the applicable legislation requires the retention of Personal Data or if the Data Processor does not have a legal basis for processing Personal Data as an independent Data Controller.
- 6.2. The processor shall issue to the controller a certificate signed by a person authorised to represent the processor, confirming that the operations specified in clause 6.1 of the Annex have been performed by the processor and all other processors used by the processor.
- 6.3. The Data Processor shall be liable for any damage caused by the Data Processor as a result of the processing of personal data transferred to the Data Controller, data subjects or other third parties on the basis of the Agreement, which has been carried out in breach of the Agreement or legal provisions, and in particular as a result of the disclosure of personal data to unauthorised persons. If the applicable legislation or the Agreement is breached for reasons attributable to the Data Processor and as a result the Data Controller is obliged to pay compensation or a fine, the Data Processor is obliged to reimburse the Data Controller for the costs incurred in this regard. If the Data Processor fails to comply with the Agreement or performs it improperly, the Data Processor shall be obliged to pay a contractual penalty of EUR 1000 for each breach on the basis of a promissory note to be paid within 14 days after the respective claim has been issued by the Data Controller. Improper performance of the Agreement means, first and foremost, a situation where the supervisory authority supervising compliance with the principles of processing personal data finds that the Data Processor has not processed the data transferred to it in accordance with these principles. The Controller reserves the right to demand compensation for damage caused by the breach of the Contract in addition to the contractual penalty.
- 6.4. The Data Processor shall notify the Data Controller in writing of any changes that may affect the Data Processor's ability or prospects to comply with this Annex and the written instructions of the Data Controller. The Parties shall agree on all additions and amendments to this Annex in writing.
- 6.5. This Annex shall enter into force upon its signature by both Parties. The Addendum shall remain in force until (i) the agreement between the parties is in force or (ii) the parties have mutual obligations related to the processing of personal data.
- 6.6. Obligations which, by their nature, must remain in force despite the expiry of this Annex shall remain in force after the expiry of this Annex.

Controller

Processor