

## **AGREEMENT**

### **FOR RB RAIL AS JOB ASSESSMENT, MAPPING AND COMPENSATION PRACTICE BENCHMARKING SERVICES IN LATVIA, LITHUANIA AND ESTONIA**

between

**RB RAIL AS**

and

**UAB "HAY GROUP"**

RBCR-RBR-AGR-Z-00166

Agreement registration No: 1.19/LV-2025-26

Riga

2025



**Co-funded by  
the European Union**

## AGREEMENT

Riga, on THE DATE INDICATED ON THE TIMESTAMP OF THE LAST SIGNATURE OF THE DOCUMENT, hereinafter – the “Effective Date”,

**UAB “Hay Group”**, a limited liability company registered with the State Enterprise Center of Registers of Lithuania under registration number 300149043, registered address being at Lvivo G. 105A, LT-08104 Vilnius, Lithuania, hereinafter referred to as the “**Contractor**”, represented by [...] based on [...], on the one part, and

**RB Rail AS**, a joint stock company registered with the Enterprise Register of the Republic of Latvia under registration number 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, represented by [...], according to [...], further referred to as the “**Principal**”, on the other part, hereinafter collectively referred to as – the “**Parties**” and individually as the – “**Party**”,

based on the results of the procurement “RB Rail AS job assessment, mapping and compensation practice benchmarking services in Latvia, Lithuania and Estonia” identification No RBR 2025/4 (hereinafter – the “**Procurement**”) conclude the following agreement (hereinafter – the “**Agreement**”):

### 1. SUBJECT OF THE AGREEMENT

1.1. The Contractor in compliance with the terms of the Agreement and Annex 1 “Technical specification” provides the Principal with the following human resource management services (hereinafter – the “**Services**”):

- 1.1.1. job assessment for all listed positions as per Annex No 1 to Annex 1 “Technical specification”;
- 1.1.2. review and update of the Principal’s job mapping (in MS Excel format);
- 1.1.3. Principal’s company compensation practice benchmark to Latvia’s, Lithuania’s and Estonia’s compensation markets (Excel format);
- 1.1.4. prepare and present the reviewed job mapping (Clause 1.1.2) and benchmarking (Clause 1.1.3) results and recommendations to the Principal’s Management Board (one (1) presentation, up to four (4) hours) at the times agreed with and instructed by the Principal’s Representatives;
- 1.1.5. provide a licence for the access to the Contractor’s on-line database *KFPAY* for Latvia’s, Lithuania’s and Estonia’s pay market data “Pay Database Bundle” (hereinafter – the “**Database**”) with up to five (5) user accounts as per the Principal’s request for un-interrupted time period as per Clause 1.3.

1.2. The Contractor undertakes to commence performance of the Services on the Effective Date and complete the Services under Clause 1.1 of Agreement under the terms and within the time periods specified under the Annex 1: “Technical specification” (hereinafter - the “**Completion Date**”).

1.3. The Contractor undertakes to provide an uninterrupted access by the Principal and its authorised representatives and or employees to the Contractor’s Database (Clause 1.1.5) for the consecutive twelve (12) months, beginning with 1<sup>st</sup> September 2025.

### 2. AGREEMENT VALUE

2.1. The total value of the Agreement for the Services as per Clause 1.1 is 22,750.00 EUR (twenty-two thousand seven hundred fifty euros, 00 cents) VAT not included (hereinafter – the “**Fee**”).

2.2. For the sake of clarity it shall be understood that the Fee includes all direct and indirect costs that are or may be borne by the Contractor for granting the licence as per Clauses 1.1.5 and 1.3 and for delivery of any of the Deliverables or any part thereto to the Principal and/or its authorised representatives and/or employees.

### 3. INVOICING AND PAYMENTS

- 3.1. Payment is made only for the Services which are of good quality and in compliance with the provisions of the Agreement, as evidenced by a mutually signed deed of acceptance of the Parties, by a wire transfer to the Contractor's bank account.
- 3.2. Following the completion of the Services under Clause 1.1 and once the initial access to the Database has been provided as per Clause 1.1.5 the Contractor shall prepare and sign a deed of acceptance in two (2) copies together with an invoice for the provided Services and submit them to the Principal. The Principal shall review the submitted documents within ten (10) business days and, if the Principal has no objections to the provided Services or the information specified in the documents, it shall sign the deed of acceptance submitted by the Contractor and return one (1) copy to the Contractor. If the Principal objects to the quality of the provided Services or the information reflected in the documents, the Principal shall inform the Contractor and the Contractor shall immediately eliminate the identified deficiencies. The Contractor shall prepare the said documents in the form of electronic documents and send them to the Principal's e-mail: [invoices@railbaltica.org](mailto:invoices@railbaltica.org).
- 3.3. The Principal shall pay for the Services within thirty (30) days after the date of signing the deed of acceptance and receipt of the corresponding invoice under Clause 3.2. of the Agreement from the Contractor. The Principal reserves the right to withhold any accrued contractual penalties or tax, if applicable and in accordance with the applicable Law and regulations of the Republic of Latvia.
- 3.4. The Invoice must contain at least the following information

<b>Principal</b>	<b>RB Rail AS</b>
Registration number	40103845025
VAT number	LV40103845025
Address	Satekles iela 2B, Riga, LV-1050
<b>Contractor</b>	<b>UAB "Hay Group"</b>
Registration number	300149043
VAT number	LT100001936511
Address (street; house; region; country; postal code)	Lvivo G. 105A, LT-08104 VILNIUS
Name of the bank	[..]
Bank SWIFT code	[..]
Bank account number (IBAN)	[..]
<b>Invoice information</b>	
Agreement No	1.19/LV-2025-26

- 3.5. The place of provision of Services shall be the Republic of Latvia. VAT shall be calculated and applied according to the laws of the Republic of Latvia.
- 3.6. Payment shall be considered as made when the Principal has made a payment from its bank account.

3.7. The Parties agree to recognise as valid and payable invoices prepared and signed with valid electronic signature.

#### 4. CONFIDENTIALITY

- 4.1. The Parties undertake to respect the confidentiality of information received from the other Party, not to disclose such information to third parties, except in cases and accordance with the procedures specified by the applicable Law.
- 4.2. The confidentiality clause applies to any information, either oral or written, or in digital form, and any other information, regardless of the manner, time, and place of a transmission.
- 4.3. This confidentiality clause is valid during the performance of the Agreement and shall survive for indefinite period of time after the expiry of the term of this Agreement.

#### 5. INTELLECTUAL PROPERTY

- 5.1. Contractor reserves all intellectual property rights for job mapping methodology that is used for the provision of the Services. The job mapping methodology may not be passed on to third parties without the Contractor's permission, except to the Principal's associated entities.
- 5.2. All Deliverables and any parts of those, as well as the material rights pertaining to such Deliverables are and shall become the sole property of the Principal at the moment of creation regardless of whether the Services are completed or the Deliverable is finally accepted by the Principal. It is acknowledged and agreed by the Parties that the Principal shall be permitted to use and reproduce the Deliverables and any parts thereto without any further request for permit or licence to be granted by the Contractor and without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor. For the avoidance of any doubt, such title and ownership shall confer upon the Principal, without limitation, each of the following:
  - 5.2.1. the right to reproduce the Deliverables and information and/or data included therein, or any part thereof, and distribute copies of the Deliverable and information or any part thereof to its associated entities and to the Beneficiaries, auditors and the Authorised persons;
  - 5.2.2. the right to modify, amend and supplement the Deliverables or any part thereof;
  - 5.2.3. the right to licence the Deliverables or any part thereof, for use by others; and
  - 5.2.4. the right to transfer ownership in the Deliverables or any part thereof, to others.
- 5.3. The Contractor hereby acknowledges and grants to the Principal the rights to use the Database (Clause 1.1.5) for its own purposes, including, but not limited to references in official public communication, press releases or publications on the Principal's web page without the right to transfer the data included in the Database in full or in part to any third party. The Contractor hereby warrants that it shall obtain from its personnel, approved Sub-contractors and their staff any consents or authorisations, where required to ensure that the intellectual property rights pertaining or following from the Database are observed.
- 5.4. It is acknowledged and agreed by the Parties that financial consideration for the use of the Database owned by the Contractor shall be forming part of the Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Principal to the Contractor or to any third party.
- 5.5. The Contractor represents and warrants to the Principal that no information or data deliverable to the Principal under the terms of this Agreement shall infringe any existing Intellectual Property rights of any third party. In the event any of the representations or warranties contained in this Clause prove to be invalid or inaccurate, the Contractor undertakes at its own cost and expense to defend and settle any claim raised by any third party alleging infringement of Intellectual Property rights contained in the Deliverable or any information or data included therein or in any part thereto, or pertaining to or following from the use of the Database by the Principal.

## 6. QUALITY

- 6.1. The Contractor shall ensure the compliance with the terms and provisions as per this Agreement and its annexes, and that the high quality and professional standards applicable to the delivery of the Services are followed by its employees and personnel or Approved Sub-contractors (Section 7) at all times.

## 7. RIGHT TO SUB-CONTRACT AND SECURITY CLEARANCE

- 7.1. The Contractor shall not sub-contract the provision of the Services to any other service provider unless explicitly permitted by the Principal. For this purpose an Amendments to the present Agreement shall be agreed and signed between the Parties and the prior security clearance as per Clauses 7.2- 7.12 shall be carried out before the sub-contractor shall be approved by the Principal (the Approved Sub-contractor).
- 7.2. The Contractor shall not involve in the performance of the Agreement a person (employees, sub-contractors and/or any other person and personnel) of whom there are known facts that give grounds to doubt his or her ability to retain restricted access and/or classified information, as well as a person who has or may have a conflict of interest by involving him in the performance of the obligations under this Agreement.
- 7.3. In order to assess the compliance of the individual, whom the Contractor intends to involve in the performance of the Agreement with the requirements specified in Clause 7.2, the Principal has the right to organise an additional security compliance check.
- 7.4. The Contractor undertakes to inform the individual involved in the performance of the Agreement about the processing of personal data performed by the Principal when organizing a security compliance check.
- 7.5. The Contractor shall submit to the Principal in writing at least ten (10) business days prior to the engagement of any individual in the performance of the Agreement the following information of the person: name, surname, personal identification code (or equivalent personal identification information), place of birth, position, company name (in case engaged staff of sub-contractor), e-mail. At the Principal's request, the Contractor shall also submit a brief description of the role and responsibilities of the individual in the performance of the Agreement.
- 7.6. The Principal has the right, at its own discretion, to prohibit an individual specified by the Contractor from performing tasks related to the performance of the Agreement by notifying the Contractor thereof in writing, if the requirements referred to in this section of the Agreement are not complied with. The Parties agree that such decision of the Principal may not be disputed.
- 7.7. If the Principal discharges an individual specified by the Contractor from performing the tasks related to the performance of the Agreement, the Contractor shall replace this individual by notifying the Principal in accordance with the procedure provided for under Clause 7.5 of the Agreement.
- 7.8. If the Contractor cannot replace an individual or if its replacement would cause disproportionately high expenses to the Contractor, the Contractor shall immediately provide the Principal with a motivated explanation and the Parties shall try to agree on possible conditions and procedures under which this individual may perform tasks related to the performance of the Agreement.
- 7.9. The Contractor shall take all necessary actions and measures in a timely manner to ensure that an individual is not involved in the performance of the Contract or the involvement is immediately terminated if the individual does not comply with Clause 7.1 of this Agreement, otherwise creates or may create security risks to the Principal, incl. risks to the Principal's information systems, information or data, as well as risks to the Principal's reputation or operations.
- 7.10. The Contractor is obliged:
- 7.10.1. To ensure that an individual who does not comply with the security clearance requirements is not engaged in the performance of the Agreement;

- 7.10.2. to immediately replace an individual who does not comply with the requirements of the security clearance in accordance with the provisions of this Agreement (and/or with the requirements of the Public Procurement Law);
  - 7.10.3. to comply with and not to dispute the Principal's written instructions and decisions in accordance with Section 7 of the Agreement;
  - 7.10.4. to provide the Principal with all the necessary information and support related to the necessity to replace an individual.
- 7.11. In any case, the Contractor shall immediately notify the Principal in writing of any situation that has arisen before the start and during the performance of the Agreement, as a result of which there is or may be a risk of involving an individual who does not comply with the security clearance requirements of Section 7 of this Agreement, as well as notifies the Principal in writing of the replacement of such individual involved in the performance of the Agreement.
- 7.12. If the Contractor violates the conditions referred to in Section 7 of this Agreement then it constitutes a material breach of the Agreement and grounds for the Principal to unilaterally terminate the Agreement by notifying the Contractor in writing 1 (one) business day in advance.

## **8. DISPUTE RESOLUTION**

- 8.1. The Agreement has been drafted in accordance with the laws of the Republic of Latvia and the laws of the Republic of Latvia shall be a governing law with respect to all obligations arising from it (the Applicable Law).
- 8.2. All disputes between the parties regarding the conclusion and/or execution of this Agreement will be settled by mutual negotiations. In case of failure of mutual negotiations, the dispute will be settled by the courts of the Republic of Latvia.

## **9. RESPONSIBILITIES AND LIABILITY OF THE PARTIES**

- 9.1. The Parties shall be liable to each other for non-performance of their obligations set out under this Agreement or failure to perform, and they undertake to indemnify each other for all losses incurred in this regard.
- 9.2. For the delay of the payment terms specified in the Agreement, the Principal shall pay to the Contractor a contractual penalty in the amount of 0.5% (zero point five percent) of the amount of the overdue payment for each business day of delay, but not exceeding 10% (ten percent) of the Fee. Payment of the contractual penalty does not release the Party from the fulfilment of other obligations set out under this Agreement and from compensation of losses.
- 9.3. If the Contractor does not provide the Services in the quality specified under the Agreement or is in breach of the terms and conditions of this Agreement or its annexes, or fails to perform in accordance with the Agreement, then, without prejudice to any other rights or remedies available to the Principal, the Principal shall be entitled to charge to the Contractor a penalty in the amount of 0.5% (zero point five per cent) of the Fee as per Clause 2.1. for each day of delay or failure to perform, or breach, but not more than 10 (ten) per cent of the Fee, until the respective failure or breach is remedied.
- 9.4. The Contractor represents and warrants to the Principal, as of the Effective Date and during the entire term of the Agreement, as follows:
  - 9.4.1. The Contractor has all requisite qualification, skills and competence to perform the Services on the terms and conditions of this Agreement;
  - 9.4.2. it holds all requisite licenses, permits, authorisations, approvals and consents necessary to enable performance by the Contractor of the Services according to the Annex 1 "Technical specification";
  - 9.4.3. it has all requisite ability to ensure the quality of the Services as per Section 6 of this Agreement;
  - 9.4.4. it will assign competent and duly qualified personnel to carry out the Services set out in this Agreement and applying the highest professional standards and good industry practice;
  - 9.4.5. it has been registered as a VAT payer according to the Applicable Law;

- 9.4.6. it shall provide to the Principal the up-to-date Tax Residence Certificate as per the terms of the Applicable Law and Regulations of the Republic of Latvia, and to liaise with the Principal on any follow-up issues in this respect, if the Contractor is non-resident of the Republic of Latvia for corporate tax purposes;
- 9.4.7. it is compliant with all the requirements of the Contractor's Declaration (Suppliers' Declaration, <https://www.railbaltica.org/procurement/procurement-regulation-supplier-qualification/>) and will continue to be compliant with all such requirements during the term of this Agreement.

## 10. TERM OF THE AGREEMENT

- 10.1. The Agreement comes into force on the Effective Date and is valid until the full discharge of mutual obligations of the Parties.
- 10.2. The Principal is entitled to terminate this Agreement unilaterally, if the Contractor is in breach of the Agreement or fails to fulfil its obligations according to the terms of this Agreement. In the event of the breach or failure by the Contractor the Principal shall send a written claim to the Contractor by setting out the grace period of at least 14 (fourteen) days from the date of this claim allowing the Contractor to rectify the failure or the breach. If the Contractor fails to fulfil its obligations by the end of this grace period set out according to this Clause, the Principal reserves the right to unilaterally terminate the Agreement, by sending a written Notice of Termination.
- 10.3. The Principal is entitled to terminate the Agreement unilaterally as of the day of the Notice of Termination in the following cases:
- 10.3.1. if the Contractor fails to fulfil its obligations set out under this Agreement or Applicable Law and statutory regulations regarding the protection of personal data, confidentiality, and security of information, and failure to comply with the provision of Section 7 of this Agreement;
- 10.3.2. the European Union's Connecting Europe Facility (CEF) co-funding for further financing of the Services is not available to Principal;
- 10.3.3. it is not possible to execute the Agreement due to the application of international or national sanctions, or those of a European Union or North Atlantic Treaty Organization significantly affecting interests of financial or capital market, as well as, if any of the Contractor's or its Approved Sub-contractor's personnel, Members of the Management Board and/or the Supervisory Board or the beneficiaries of the Contractor or Approved Sub-contractor have been affected or become the subjects to the international or national sanctions.
- 10.4. In the event of termination of the Agreement, except for the one under Clause 10.3.2, the Parties shall fulfil their obligations that have arisen before the termination of the Agreement.

## 11. FORCE MAJEURE

- 11.1. The Parties shall be released from liability for partial or complete non-performance of any obligations under the Agreement, if such non-performance is due to unpredictable and exceptional circumstances, which began after the signing of the Agreement and which the Parties could not foresee and prevent, the force majeure circumstances have not arisen due to the error or negligence on the part of the Party, as well as the Party has undertaken any measures available to it in order to prevent or limit the amount of losses or damage caused by such force majeure circumstances, or such losses or damage have proven to be inevitable in spite of exercising all due diligence.
- 11.2. Such circumstances include a fire accident, war, epidemic, natural disaster, as well as other circumstances beyond the control and influence of the Parties.
- 11.3. Non-performance or delay in performance of obligations by sub-contractors, suppliers, and other parties involved shall not be considered a force majeure event.
- 11.4. The Party referring to the occurrence of unpredictable and exceptional circumstances shall notify the other Party thereof within 3 (three) business days, indicating the possible term for the fulfilment of obligations.

11.5. If due to unpredictable and exceptional circumstances the performance of the Agreement is delayed for more than 30 (thirty) calendar days, each of the Parties has the right to terminate the Agreement unilaterally. If the Agreement is terminated in this way, neither Party shall have the right to claim damages from the other Party.

## 12. GENERAL TERMS

- 12.1. The Agreement contains the complete agreement of the Parties, the Parties have read its content and agree with all its clauses and confirm this by signing the Agreement.
- 12.2. The Parties shall have the right to process personal data obtained from the other Party only to fulfil the obligations under this Agreement, while ensuring compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 12.3. Subject to the amendments to the Agreement in accordance with Clause 12.5 in case sub-contractors are involved in the performance of the Agreement, the Contractor shall be liable to the Principal for the proper performance of their obligations as if it had performed the relevant part of the Agreement. The replacement of sub-contractors involved in the performance of the Agreement and the attraction of a new sub-contractor must be ensured in accordance with Article 62 of the Public Procurement Law.
- 12.4. The present Agreement is prepared and concluded as an electronic document in English language.
- 12.5. All amendments to this Agreement or any part thereto ("the Amendments") shall be made in accordance with the terms of Clauses 12.6 -12.8 and shall be confirmed by signatures of both Parties.
- 12.6. Notwithstanding any provisions in this Agreement to the contrary, whenever the Contractor or the Principal reasonably consider that Amendments are necessary, the Contractor and the Principal shall negotiate in good faith the terms of the intended Amendments. For the avoidance of doubt, no Amendment shall be effective unless and until concluded in writing by the Parties.
- 12.7. For the purpose of the Agreement, and at any time prior to the completion of the Services under the Agreement, the Amendments may be issued in respect of:
- 12.7.1. to the Agreement or any part thereof to comply with the amendments or adjustments to the Applicable Laws from time to time, if any;
- 12.7.2. amendments to Annex 1 "Technical specification" that are required due to the decisions of the Principal's Management Board and/or Supervisory Board in relation to the structural changes of the Principal's organisation;
- 12.7.3. the supply of additional Services not previously foreseen under the scope of the Services as defined under Section 1 or to comply with any requirements by governmental or municipal authorities or institutions of the Republic of Estonia, Latvia or Lithuania respectively, which are entitled to issue decrees, instructions or recommendations with respect to the Service provision;
- 12.8. In case of the Amendments due to supply of additional Services not previously foreseen under the Agreement, or due to reasons which the Principal could not foresee in advance, the total value of the Agreement may not change by more than fifty percent (50%) in accordance with the fourth paragraph of the Section 61 of the Public Procurement Law of the Republic of Latvia.
- 12.9. All written correspondence shall be deemed to have been received on the relevant business day if it has been sent to the e-mail addresses indicated by the authorized persons of the Parties on business days from 09:00 to 17:00.
- 12.10. If any provision of the Agreement becomes invalid, it does not affect the other provisions. Such invalid provisions shall be replaced by other provisions consistent with the purpose and content of the Agreement.
- 12.11. The Parties shall notify each other of the change of the authorized persons, legal status, legal or correspondence address and bank details, its reorganization or liquidation within 5 (five) business days by sending a registered notice, which becomes an integral part of the Agreement.

12.12. The Parties agree that all communication, including the notices in relation to the implementation of the Agreement, as well as any issues related to the performance of the Agreement will be resolved by the following authorized persons of the Parties:

12.12.1. on the part of the Principal – [..].

12.12.2. on the part of the Contractor – [..].

12.13. The Agreement and its annexes are prepared on 20 (twenty) pages and has the following annexes:

12.13.1. Annex 1: Technical specification on 8 (eight) pages,

12.13.2. Annex 2: Tenderer's proposal on 3 (three) pages.

### 13. SIGNATURES

**For and on behalf of the Principal:**

[..]

**For and on behalf of the Contractor:**

[..]

## ANNEX NO 1: TECHNICAL SPECIFICATION

CONFIDENTIAL

## **ANNEX NO 2: TENDERER'S PROPOSAL**

CONFIDENTIAL