

ANNEX NO 9: DRAFT CONTRACT FOR THE PART NO 1 AND/OR PART NO 2

SERVICE AGREEMENT

between

RB Rail AS

and

[●]

Contract registration number 1.19/LV-[●]

CEF¹ Contract No [●],
[●][●]

Procurement procedure identification No RBR 2021/[●]

¹ Grant Agreement under the Connecting Europe Facility

SERVICE AGREEMENT

This Service Agreement, together with all Annexes thereto (the "Agreement"), is entered into in [●], on [●] (the "Effective Date"), by and between:

RB Rail AS, a joint stock company registered in the Latvian Commercial Register with registration No 40103845025, legal address at Krišjāņa Valdemāra iela 8-7, Riga, LV-1010, Latvia (the "Policyholder"), represented by [●] acting on the basis of the Regulations on Representation Rights dated 20 July 2020, on the one side,

and

[●], a company registered in [●], with registration number [●], having its registered address at [●] (the "Insurer"), represented by the [●] acting on the basis of [●], on the other side,

WHEREAS:

- (A) this Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (B) the Policyholder has organised procurement "Health insurance for RB Rail AS employees in Lithuania and Estonia" (identification No RBR 2021/[●]) (the "Procurement") whereby the Insurer's tender proposal (the "Insurer's Proposal") was selected as the winning bid;
- (C) this Agreement is co-financed from the Connecting Europe Facility (CEF) [●].

1. Subject of the Agreement

- 1.1. The Policyholder shall order and pay, but the Insurer shall undertake to provide health insurance of Policyholders specified employees in [●], for the period under Clause 2.1 and issue an insurance policy (the "Policy") in accordance with the Technical Specification (Annex B "Technical Specification"), the financial proposal of the Insurer for the Procurement (Annex C "Insurer's Proposal") and the description of the health insurance programs and supplementary programs (Annex D "Description"), as well as the terms of this Agreement (the "Service").
- 1.2. Upon the Effective Date the Policyholder shall submit to the Insurer an exact list of Policyholders employees to be insured under the Policy.
- 1.3. Immediately, but no later than within three (3) working days from the Effective Date, the Insurer shall issue a Policy to the Policyholder, which shall become an integral part of this Agreement and individual employee health insurance cards (the "Insurance Cards") together with the insurance terms and the respective insurance program for all the employees specified by the Policyholder under the Agreement.
- 1.4. The terms and conditions of the Policy shall not be contrary to the terms and conditions of this Agreement. In case of contradiction or discrepancies, the terms and conditions of the Agreement shall prevail.
- 1.5. Taking into account that the employees of the Policyholder may change throughout the term of the Agreement, the initial list of Policyholders insured employees under Clause 1.2 can be amended from time to time upon the Policyholders' written request in accordance with the terms of the Agreement.

2. Validity Period and Validity of the Agreement

- 2.1. This Agreement shall enter into force upon the Effective Date and shall remain valid throughout the validity period of the Policy. **The validity period of the Policy shall be twenty-four (24) hours per day from [●] at 0:00 o'clock until 31 December 2021 at 23:59 o'clock (Eastern European time).**
- 2.2. Upon mutual agreement, the Parties shall be entitled to terminate this Agreement at any time.

- 2.3. The Policyholder shall be entitled to unilaterally terminate this Agreement before the expiry thereof by warning the Insurer in writing fifteen (15) calendar days in advance, if:
 - 2.3.1. the Insurer fails to fulfil the liabilities set in this Agreement or fulfils them in a part;
 - 2.3.2. the Insurer has been declared as insolvent, undergoes the restructuring, winding-up proceedings or bankruptcy proceeding under the court judgement;
 - 2.3.3. a licence for performance of insurance has been annulled for the Insurer;
 - 2.3.4. in other cases, having reasonable grounds, by informing the Insurer in writing at least thirty (30) calendar days in advance.
- 2.4. The Insurer shall be entitled to unilaterally terminate this Agreement before expiry thereof by warning the Policyholder in writing fifteen (15) calendar days in advance, if the Policyholder undergoes the winding-up proceedings.
- 2.5. Upon termination of the Agreement under Clauses 2.3 and 2.4 of the Agreement, the Insurer shall pay back to the Policyholder a part of the Premium for the Policyholders insured employees at the time of termination proportionate to the unused validity period of the Policy. The respective payment shall be made immediately upon the termination of the Agreement.
- 2.6. The Policyholder may request to prolong the validity period of the Policy for one (1) calendar month and in total not exceeding 10% (ten percent) from the amount referred to in Clause 3.2 of this Agreement.

3. Total Amount and Premium

- 3.1. The Policyholder shall pay to the Insurer the insurance premium (the "Premium") in the amount indicated in the financial proposal of the Insurer for the Procurement (Annex C "Insurer's Proposal") for each Policyholders employee insured under the Policy in accordance with the Agreement. The Premium shall include all expenses in relation to the provision of the Service and be exclusive of VAT.
- 3.2. The Total amount of the Agreement shall not exceed EUR [●] ([●]). The Total amount shall consist of the total amount of Premium for all of the Policyholders insured employees throughout the term of the Agreement.
- 3.3. The Policyholder shall pay the Premium, within thirty (30) calendar days from the day of receipt of the invoice issued by the Insurer, to the current account specified in the invoice. The Insurer shall invoice the Policyholder upon the issuance of the Policy under Clause 1.3 and in each case after effecting the health insurance of the new employees upon the Policyholders' request under Clause 4.1.6.
- 3.4. The Insurer's invoices shall contain the following Policyholder's details and details about the Agreement:

Insurer	[●]
Registration No	[●]
VAT payer's No or indication that the Insurer is not a VAT payer	[●]
The Principal's VAT No	[●]
Legal address (street, house, area, country, postcode)	[●]
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
IBAN	[●]
	For provided services according to the Service Agreement No [●] (CEF [●]), Contract Manager: [●]

- 3.5. The day on which the payment made by Policyholder is registered with the bank shall be deemed to be the day of execution of the payment (payment date).
- 3.6. The Insurer shall send the invoice to the Policyholder electronically to the following e-mail address: invoices@railbaltica.org. The Parties agree that the invoices should be submitted only electronically and that the invoice should not contain the requisite "signature".

4. Rights and Obligations of the Parties

- 4.1. The Policyholder shall:
 - 4.1.1. comply with the terms and conditions of the Agreement;
 - 4.1.2. undertake to provide the Insurer with all information necessary for fulfilment of the Agreement, including the list of Policyholders employees to be insured and any further amendments thereto;
 - 4.1.3. pay the Premium referred to in Clause 3.1 of this Agreement, in accordance with the terms and conditions of this Agreement;
 - 4.1.4. be entitled to attract expert for evaluation of the insured event;
 - 4.1.5. inform the Policyholders insured employees about the terms of the Policy and to hand out the Insurance Cards together with the insurance terms and the respective insurance program to the employees following the receipt from the Insurer;
 - 4.1.6. be entitled to request the Insurer to suspend the health insurance of the insured employees who are no longer employed by the Policyholder and/or to effect the health insurance for new employees who have started their employment with the Policyholder. The Policyholder shall inform the Insurer in writing respectively by specifying the insured employee for which the health insurance should be suspended or the new employee for which the health insurance should be effected, indicating the name, surname, personal code, and the health insurance programme for the latter.

- 4.2. The Insurer shall:
 - 4.2.1. ensure proper quality of the Service, in accordance with the Proposal submitted to the Policyholder and provisions of the present Agreement;
 - 4.2.2. precisely comply with and fulfil the provisions of the Agreement in a timely manner;
 - 4.2.3. pay the insurance indemnity, in accordance with the amount, procedure and terms set in the Policy, this Agreement and the applicable law;
 - 4.2.4. in case of occurrence of the insured event, make a decision regarding disbursement of the insurance indemnity and disburse the insurance indemnity within thirty (30) calendar days after the day of receipt of all necessary documents, which prove the occurrence of the insured event and the amount of losses;
 - 4.2.5. In case of termination of the Policy in accordance with the procedure referred to in Clause 2.5 of the Agreement pay back a part of the unused Premium in proportion with the remaining validity period of the Policy, without deducting expenses for administrative expenses;
 - 4.2.6. provide that the insurance conditions (attached as part of financial proposal of the Insurer for the Procurement (Annex C "Insurer's Proposal")) remain unchanged for the whole validity period of the Agreement;
 - 4.2.9. receive the Premium, in accordance with the provisions of Clause 3.1 of the Agreement;
 - 4.2.10. immediately, but not later than on the following working day after receiving the Policyholders written request per Clause 4.1.6, to suspend the health insurance of the insured employees who are no longer employed by the Policyholder and/or to effect the health insurance for new employees who have started their employment with the Policyholder by applying the Premium rate under the financial proposal of the Insurer for the Procurement (Annex C "Insurer's Proposal") which shall be calculated in proportion to the remaining term of the Agreement for each new employee of the Policyholder;
 - 4.2.11. upon effecting the health insurance for new employees under Clause 4.2.10 and no later than within three (3) working days following the receipt of the Policyholders request under Clause 4.1.6 submit to the Policyholder respective Insurance Cards together with the insurance terms and the respective insurance program for new employees;
 - 4.2.12. upon suspending the health insurance of the insured employees under Clause 4.2.10 submit a credit invoice for the suspended employee and pay back a part of the unused Premium in proportion with the remaining validity period of the Policy, without deducting expenses for administrative expenses.

5. Responsibility of the Parties

- 5.1. The Policyholder and the Insurer confirm by mutual signing of the Agreement that there are no circumstances prohibiting the Parties to enter into this Agreement.
- 5.2. The Insurer confirms of having all necessary rights in order to provide the Service in accordance with the terms and conditions of this Agreement.

- 5.3. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for losses caused to the other Party, if they have occurred as a result of activity or inactivity of one Party or employees thereof, as well as activities or neglect caused as a result of gross negligence and evil intent. The Party at fault shall compensate to the other Party the occurring losses.

6. Right to audit and on-the-spot visits

- 6.1. A reputable outside independent body or expert engaged and authorized by the Policyholder shall be entitled during ten (10) years following expiration or termination of this Agreement to inspect and/or audit the Insurer to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
- 6.1.1. the performance of any aspect of the Service; and/or
 - 6.1.2. any documentation, including all payrolls, accounts of the Insurer and/or other records used in or related to the performance of the Services.
- 6.2. By submitting a written notice five (5) working days in advance, the Policyholder may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out with having an access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit, as well as shall allow the authorised staff of the performer of the on-the-spot visit the copying of the information and documents, with due respect to the confidentiality obligation.

7. Governing law and resolution of disputes

- 7.1. This Agreement shall be governed by and construed in accordance with the law of the Republic of Latvia.
- 7.2. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement by way of amicable negotiations.
- 7.3. Should the Parties fail to agree by means of amicable negotiations within the time period of thirty (30) days from the date of serving of the respective written complaint to the other Party, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia.

8. Force Majeure

- 8.1. Subject to the requirements set forth in accordance with Clause 8.2 and 8.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.
- 8.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:
- 8.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;
 - 8.2.2. resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
 - 8.2.3. not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 8.1 of this Agreement.
- 8.3. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within three (3) working days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 8.2 of the Agreement and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.

- 8.4. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- 8.5. As soon as practicable after the notification specified pursuant to Clause 8.4 of the Agreement, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the scope of Service to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

9. Confidentiality

- 9.1. The Parties shall undertake not to use and not to disclose to third parties the confidential information (any written or verbal information, including financial information, commercial secrets, lists of customers, any information and documents with regard to discussion of the Agreement between the Parties and other information that is not publicly available).
- 9.2. All information that the Insurer has received from the Policyholder within the framework of the Agreement or acquired from other persons is confidential. The Insurer shall not be entitled to disclose any such information to third parties, without a written consent of the Policyholder, neither during the validity period of the Agreement, nor after expiry of the validity period of the Agreement.

10. Visibility Requirements

- 10.1. At all times during provision of the Service, the Insurer undertakes to comply with each of the following requirements:
 - 10.1.1. Any report, brochure, document or information related to the Service provided by the Insurer to the Policyholder or any other person or which the Insurer makes publicly available shall include each of the following:
 - 10.1.1.1. a funding statement which indicates that the Service is financed from CEF funds substantially in the following form: "Co-financed by the Connecting Europe Facility of the European Union";
 - 10.1.1.2. with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein". The disclaimer in all official languages of the European Union can be viewed on the website <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>; and
 - 10.1.1.3. the flag of the Council of Europe and the European Union.
 - 10.1.2. Requirements set forth in Clause 10.1.1.1 and 10.1.1.3 of the Agreement can be fulfilled by using the following logo:



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in the event the Insurer decides to utilize the above logo, the Insurer shall ensure that the individual elements forming part of the logo are not separated (the logo shall be utilized as a single unit) and sufficient free space is ensured around the logo; and

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

11. Authorised Persons of the Parties

- 11.1. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [●], telephone number [●], e-mail address: [●].
- 11.2. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: [●], telephone number [●], e-mail address: [●].

12. Data processing

- 12.1. According to the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "Regulation"), the Policyholder is a "controller" within the meaning of Article 4(7) of the Regulation, the Insurer is a "processor" within the meaning of Article 4(8) of the Regulation.
- 12.2. The nature and purpose for personal data processing under the Agreement is the provision of health insurance services to the Policyholders employees in the [●]. The Agreement provides for the transfer of the following personal data to the Insurer: name, surname, personal identity number, address, phone number, e-mail. The mentioned types of personal data refer to the Policyholders employees subject to health insurance under the Agreement. The personal data shall be processed by the Processor throughout the term of the Agreement.
- 12.3. To ensure the compliance of the data processing hereunder, the Policyholder is entitled to:
 - 12.3.1. to provide the Insurer with binding instructions in writing regarding the procedure and conditions for the processing of personal data;
 - 12.3.2. to control the Insurer's ability to comply with the Agreement;
 - 12.3.3. to immediately and unilaterally terminate the Agreement if the Insurer fails to fulfil its obligations or does not take adequate measures to protect personal data.
- 12.4. The Insurer is obliged to:
 - 12.4.1. process personal data only according to the documented instructions of the Policyholder (except when is required by Europe Union (hereinafter referred - EU) or Member-State law applicable to the Insurer and he has in advance informed in written the Policyholder about the need for such processing);
 - 12.4.2. inform the Policyholder immediately if its instructions do not comply with EU or Member-State personal data protection rules;
 - 12.4.3. transfer personal data to other persons (including, but not limited to external web servers and cloud drives) or outside the EU only in accordance with the written permission of the Policyholder;
 - 12.4.4. ensure that the persons involved in the processing have undertaken to respect confidentiality, and do not carry out actions with personal data without or contrary the instructions of the Policyholder;
 - 12.4.5. notify the Policyholder in writing before engaging sub-processor. The Insurer ensures by the written agreement with the sub-processor that the sub-processor complies with all the same conditions for the processing of personal data as the Policyholder has set for the Insurer himself. Similarly, the Insurer shall ensure that the Policyholder can exercise all its rights arising from the Agreement directly against sub-processors. The Insurer is liable to the Policyholder for the actions and violations of personal data protection rules committed by the sub-processor;
 - 12.4.6. ensure the fulfilment of personal data transfer requirements in accordance with Articles 45-46 of the Regulation, if the Insurer (or its engaged sub-processor) transfers personal data outside the EU (including, but not limited to external web servers and cloud drives) with the authorisation of the Policyholder;
 - 12.4.7. immediately notify the Policyholder of the establishment of a personal data security violation (including, but not limited to: illegal data leakage, disclosure, alteration, erasing, unavailability, loss, processing contrary to instructions, etc.);
 - 12.4.8. considering the nature of data processing, to assist the Policyholder (without carrying out external communication on behalf of the Policyholder without a prior authorisation) in:

- 12.4.8.1. administering and executing requests from data subjects, including informing the Policyholder about the received requests;
- 12.4.8.2. ensuring the security of personal data processing;
- 12.4.8.3. the establishment of personal data security violations, the preservation of evidence;
- 12.4.8.4. carrying out the assessment of the impact on the protection of personal data and/or provision of prior consultation with the supervisory authority.
- 12.4.9. implement appropriate technical and organisational measures, taking into account the potential risks:
 - 12.4.9.1. to carry out the pseudonymisation and encryption of personal data, where necessary;
 - 12.4.9.2. to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 12.4.9.3. to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- 12.4.10. in accordance to the Policyholder's instructions, to delete or return all the personal data (deleting all the copies) to the Policyholder after the end of the provision of Services or after request of the Policyholder for termination of personal data processing, unless EU or Member State law requires storage of the personal data;
- 12.4.11. provide to the Policyholder all information to demonstrate the compliance of the processing activities with the Regulation and this Agreement;
- 12.4.12. provide the Policyholder (or its mandated auditors) with the support and the possibility to perform a thorough audit of the personal data processing process, providing all the necessary information and explanations and access to the premises where the personal data is processed;
- 12.4.13. assume full responsibility towards the Policyholder for the processing of personal data and personal data security breaches related to it, to compensate the Insurer for all the damages caused;
- 12.4.14. document the actions taken with personal data;
- 12.4.15. use secure communication channels for transferring personal data;
- 12.4.16. cooperate with the supervisory authority of the Policyholder, if it exercises its statutory rights;
- 12.4.17. train its staff about personal data protection issues;
- 12.4.18. inform the Insurer of any material circumstances that may affect the security of the personal data processing and fulfilment of the Agreement;
- 12.4.19. designate a data protection officer in case it is necessary under the Regulation.
- 12.5. When processing personal data under the Agreement, the Insurer shall at least ensure that:
 - 12.5.1. only authorised persons can access the technical resources used for the processing and protection of personal data (including personal data);
 - 12.5.2. storage mediums and resources containing personal data are transferred or processed by authorised persons;
 - 12.5.3. the authorised persons carry out the processing of personal data, as well as ensure the possibility to identify the personal data that has been processed without the appropriate authorisation, as well as the time of the processing and the person who performed it;
 - 12.5.4. in case of transfer or receipt of personal data, the information about the time of transfer/receipt of personal data, the person who received personal data and the personal data which have been transferred is saved;
 - 12.5.5. the use of physical and logical security measures ensuring:

12.5.5.1. protection against personal data hazards arising from physical impact;

12.5.5.2. protection through software tools, passwords, encryption, cryptography and other logical security measures.

13. Final Provisions

- 13.1. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
- 13.2. In case if details for any of the Parties or contact persons of the Parties or contact information thereof set in Section 11 of the Agreement are changed, the relevant Party shall notify the other Party on that in writing within five (5) working days from the day of occurrence of such changes. After receipt of the notification it shall become as an integral part of the Agreement. If the Party fails to fulfil the provisions of the present Clause, it shall be deemed that the other Party has fulfilled its obligations in full by using the information available in this Agreement regarding the other Party.
- 13.3. The Policyholder and the Insurer each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party.
- 13.4. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by the duly authorized representatives of both Parties.
- 13.5. For the purpose of the Agreement, a reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form between the authorised representatives of the Parties under Clause 11.
- 13.6. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 13.7. This Agreement is prepared on [●] ([●]) pages in two copies, including the Insurer's proposal together on [●] ([●]) pages. Both copies of this Agreement shall have the same legal force.

14. Details and Signatures of the Parties

For and on behalf of the Policyholder:

For and on behalf of the Insurer:

Name, title: [●]

Name, title: [●]

Bank details: [●]

Annex A: Declaration of Insurer

I, the undersigned duly authorised representative, on behalf of [●] undertake:

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

12. To characterize, monitor, control and treat as required prior to discharge or disposal air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations;
13. To reduce or eliminate at the source or by practices, such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials, waste of all types, including water and energy;
14. To adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery;
15. To disclose (a) any situation that may appear as a conflict of interest, such as but not limited to: where a Contractor or an undertaking related to the Contractor has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries' or Implementing Bodies' official, professional under contract with Beneficiary or Implementing Body or sub-contractor may have a direct or indirect interest of any kind in the Contractor's business or any kind of economic ties with the Contractor;
16. Not to offer any benefit such as free goods or services, employment or sales opportunity to a Beneficiary's and Implementing Body's staff member in order to facilitate the Contractors' business with Beneficiaries or Implementing Bodies;
17. Within a period set in the applicable national legislation following separation from service or award of a contract, as the case may be, to refrain from offering employment to any Beneficiaries' and Implementing Bodies' staff in service and former Beneficiaries' and Implementing Bodies' staff members who participated in the procurement process and to whom a legal restriction to receive material benefits from or be employed by a Contractor which participated in a procurement procedure or restrictions with similar effect applies;
18. To promote the adoption of the principles set forth in this Contractor's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own Contractors;
19. Not procure goods, works and services from other Contractors:
 - a. Who, or its member of the Management Board or the Supervisory Board or procurator of such Contractor, or a person having the right to represent such Contractor in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
 - i. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
 - ii. fraud, misappropriation or laundering;
 - iii. evading payment of taxes and payments equivalent thereto,
 - iv. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
 - b. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
 - i. employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;
 - ii. employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;

- c. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical Contract aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel Contract, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;
- d. whose insolvency proceedings have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case I shall evaluate the possibility of such Contractor to participate in the tender), economic activity of such Contractor has been suspended or discontinued, proceedings regarding bankruptcy of such Contractor have been initiated or such Contractor will be liquidated;
- e. who has tax debts in the country where the procurement is organised or a country where such Contractor is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

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Annex B: Technical specification

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Annex C: Insurer's Proposal

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Annex D: Description

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