

DRAFT AUTHORIZATION AGREEMENT

The Social Insurance Board, registry code 70001975 (hereinafter referred to as the mandator), represented by the director general Maret Maripuu, based on the statutes and

_____, personal identification number _____ (hereinafter referred to as the mandatory), hereinafter referred to as the party or jointly the parties, have entered into this Contract (hereinafter referred to as the Contract) in the following:

hereinafter referred to as the party or jointly the parties, entered into this agreement (hereinafter referred to as the agreement) in the following:

1. The mandate and the deadlines for its execution

- 1.1. The agreement has been signed because of the small procurement "Preparation of instructions for increasing the involvement of children in child protection casework and decision-making processes".
- 1.2. Integral parts of the agreement are the basic procurement documents, the mandatory's offer, written notifications between the parties, and amendments and addenda to the agreement.
- 1.3. At the time of its conclusion, the agreement has the following annexes:
 - 1.3.1. Annex 1 - Technical specification;
 - 1.3.2. Annex 2 – Offer.
- 1.4. The mandatory undertakes to prepare guidelines that describe best practices and tools for the inclusion of children at both individual and collective levels, taking into account experiences and lessons learned from CBSS countries.
- 1.5. The activities are carried out under measure 21.4.7.9 of the 2021-2027 Cohesion Policy funds. "Services aimed at children and families are of high quality and meet the needs of families" within the framework of the conditions for granting support (TAT) "Supporting children and families".

2. Purpose and object of the agreement

- 2.1. The purpose of the agreement is to determine the conditions for the provision of the service that is the object of the agreement and the rights, obligations, and responsibilities of the parties during the term of the agreement.
- 2.2. The purpose of the agreement is to prepare instructions that:
 - 2.2.1. provide child protection workers and professionals working with children with tools and methodologies to involve children in making decisions that affect them;
 - 2.2.2. direct that children are able to express their opinions, preferences and concerns in a meaningful, age- and developmentally appropriate way, and that their opinion is taken into account at all stages of the decision-making process, both on an individual and collective level;
 - 2.2.3. promote the integration of the principles of child involvement in the design and implementation of child protection policy and practice;
 - 2.2.4. rely on the best practices, lessons learned and needs of CBSS countries (hereafter work).
- 2.3. A more detailed description of the work is given in the technical description of the procurement and in the offer of the mandatory.

3. Agreement price and terms of payment

Legal Person

- 3.1. The contract price is based on the total cost of the works presented in the tender **euros** (*VAT is/is not added to the price*).
- 3.2. Payment is made after the confirmation of the transfer-acceptance deed(s) by the principal on the basis of the invoice submitted by the principal, the payment term of which is at least 14 calendar days.
- 3.3. The recipient undertakes to submit invoices as e-invoices and to indicate the name of the contracting authority's contact person in addition to the invoice required by the Accounting Act. The mandatory, who is not registered in Estonia, can submit the invoice as an e-invoice through the European electronic documents and e-invoicing

network PEPPOL or in PDF format to the e-mail address of the mandator's authorized representative.

- 3.4. The mandatary has the right to present the deed of handing over and accepting the works and the invoice only after the prepared instructions have been handed over to the mandator and approved. Otherwise, the mandator has the right to refuse to accept the work.

Nat. person

- 3.1 According to the total cost of the works presented in the tender, the price of the agreement is **euros** (gross fee). Payment is made after the confirmation of the deed of hand over -acceptance by the mandator.
- 3.2 When disbursing, the mandator withholds income tax, unemployment insurance contributions and, if necessary, mandatory accumulated pension payments in the amount provided by law. In addition to the disbursed fee, the mandator pays the social tax and unemployment insurance contributions for the mandatary in the amount provided by law.
- 3.3 *Tax exemption is not applied to the fee/tax exemption is applied* in the amount of **euros**. *The mandatary has/has not joined the II pillar of the funded pension.*
- 3.4 The mandatary has the right to present the deed of handing over and accepting the works and the invoice only after the prepared instructions have been handed over to the mandator and approved. Otherwise, the mandator has the right to refuse to accept the work.
- 3.5 ***(Legal Person)*** *The mandator pays the fee to the current account of the principal within 14 calendar days after receiving the invoice.*
(Natural Person) *The mandator pays the fee to the bank account of the mandatary within 14 calendar days after the deed of handing over and accepting the works is approved.*
- 3.6 The agreement price includes all costs incurred by the mandatary to perform the work. The agreement price includes a fee for the transfer of intellectual property rights.

4. Rights and obligations of the Mandatary

- 4.1. The mandatary has the right to receive the remuneration agreed in the agreement.
- 4.2. The mandatary is obliged to:
- 4.2.1. execute the mandate personally in accordance with the contract, applicable legislation and instructions of the mandator;
 - 4.2.2. inform the mandator of all circumstances that may prevent the mandatary from executing the mandate;
 - 4.2.3. to keep confidential the information that became known to them in the course of the agreement in connection with the execution of the mandate and to publish it only with the consent of the mandator;
 - 4.2.4. ensure the legality of personal data processing during the performance of the agreement and compliance with the requirements set forth in data protection legislation.

5. Rights and obligations of the Mandator

- 5.1. The Mandator has the right to:
- 5.1.1. receive information related to the execution of the mandate;
 - 5.1.2. cancel the agreement at any time;
 - 5.1.3. reduce the fee paid to the mandatary if the mandate does not meet the agreed requirements. In the event that the mandate has been executed improperly by the mandatary, the mandator submits its respective objections in writing together with the documents specified in clause 4.
- 5.2. The mandator is obliged to:
- 5.2.1. inform the mandatary of all circumstances that may affect the performance of the mandate by the mandatary;
 - 5.2.2. pay the mandatary the fee agreed in the agreement;

5.2.3. to pay, upon termination of the Agreement, for the services actually provided by the mandator to the mandatary at the time of the termination of the agreement.

6. Execution and handover of work

- 6.1. The mandatary undertakes to hand over the work no later than **02.05.2025**.
- 6.2. The mandatary undertakes to fulfill the agreement on time, with high quality, in accordance with the basic procurement documents and the submitted offer. During the agreement, the mandatary must perform all actions that are not stipulated in the basic procurement documents, but which by their nature are part of the actions related to the execution of the work.
- 6.3. If during the provision of the service there is a need for a change of team members, the mandatary must coordinate this in writing with the mandator in advance.
- 6.4. The mandator provides the mandatary with the data necessary to perform the work.
- 6.5. The mandator has the right to check the progress and quality of the work, requiring the mandatary to provide information or written or oral explanations.
- 6.6. The parties are obliged to inform the other party immediately of circumstances that prevent or may prevent the proper and timely performance of the obligation.
- 6.7. The handover of the work takes place with the deed of handover-acceptance after the tasks arising from the mandate have been completed.
- 6.8. The mandatary undertakes to hand over to the mandator all materials received and created during the performance of the agreement.
- 6.9. The mandator has the right to refuse to accept the work if it does not correspond to the provisions of the basic procurement documents and the tender. The mandator sets a deadline for the elimination of defects that appeared during the handover in accordance with the provisions of clause 9.3.

7. Copyright

- 7.1. If works protected by copyright are created during the execution of the agreement, the property rights of the author of such works are transferred to the mandator. With respect to the author's personal rights, which are transferable in nature, the mandatary grants to the mandator an irrevocable exclusive license valid for the duration of the copyright. The mandatary guarantees that it has all the rights to assign the aforementioned proprietary rights and to grant an exclusive license in respect of personal rights. The author's personal rights, including the right to authorship and author's name, belong to the mandatary, and the mandator undertakes to fulfill the requirements arising from the copyright law and good citation practice.
- 7.2. After the work has been accepted by the mandator the mandatary has the right to use the data, information, materials obtained as a result of the work for research, development and educational purposes, taking into account the fact that the mandatary may not receive income for the use of the work or its results in the aforementioned activity. In other respects, the use of the work by the mandatary takes place with the prior written consent of the mandator.
- 7.3. The mandator has the right to use the work at their discretion after handing over the work created during the execution of the agreement.
- 7.4. The mandatary of the order undertakes to pay royalties related to the work to third parties, if necessary, at the expense of the fee due to them for the work

8. Contact persons of the Agreement

- 8.1. The mandator's contact person is (name), (phone number), (e-mail address).
- 8.2. The mandatary's contact person is (name), (phone number), (e-mail address).
- 8.3. The competence of the mandator's contact person is to negotiate the execution of the work, organize control over the execution of the agreement, inform the mandatary about delays and changes, accept the work(s) and forward claims and requirements.

- 8.4. The mandator's contact person does not have the right to change the agreement. Only the legal or authorized representative of the mandator has the right to change the agreement.

9. Liability of the parties and force majeure

- 9.1. The parties bear full liability for the direct property damage caused to the other party by the non-fulfillment or improper fulfillment of the obligations arising from the agreement to the extent of this damage.
- 9.2. The mandatary is responsible for any breach of agreement, especially if the mandatary has not fulfilled the agreement or if the work does not meet the requirements stipulated in the agreement, etc. If it is possible to demand a contractual penalty for the same violation based on several provisions or different legal remedies can be applied for the same violation, the mandator chooses the legal remedy. Demanding a contractual penalty does not affect the right to additionally demand fulfillment of obligations and compensation for damages.
- 9.3. The mandator submits a claim within a reasonable time after learning about the non-conformity of the work.
- 9.3.1. In the claim, the defects that have appeared are to be fixed and a deadline for eliminating the defects is set. If the mandatary violates an obligation arising from the agreement, which cannot be rectified, or if the mandator has no interest in rectification, no deadline is set for eliminating the deficiencies.
- 9.3.2. The mandator has the right to reduce the price of the agreement instead of the requirement to eliminate the defects.
- 9.4. In addition to the demand for performance of the agreement or instead of the demand for performance, the mandator has the right to demand a contractual penalty of 3% of the contract price for each breach, if the mandatary has not performed the work or the work transferred by the mandatary does not meet the agreement conditions.
- 9.5. In the event of non-compliance with the deadline for the performance of work stipulated in the agreement or the deadline specified in the claim submitted on the basis of the agreement, the mandator has the right to demand from the mandatary a contractual penalty of 0.5% of the agreement price for each day of delay.
- 9.6. If the mandator delays the fulfillment of the financial obligations provided for in the agreement, the mandatary has the right to demand from the mandator a default interest of 0.05% per day on the amount delayed, but not more than 5% of the price of the agreement.
- 9.7. In case of non-fulfillment or improper fulfillment of the obligations stipulated in the agreement, if they can be considered a significant breach of agreement, the mandator has the right to unilaterally terminate the contract in an extraordinary manner by notifying the mandatary in a written statement. Violation of the agreement is considered significant especially in the circumstances described in § 116 subsection 2 and § 647 of the LOA.
- 9.8. Contractual penalties and fines for delay shall be paid within 14 calendar days as of the receipt of the respective claim. When paying for the work, the mandator has the right to set off the amount of the contractual penalty against the amount due under the agreement.
- 9.9. Non-performance or improper performance of obligations arising from the Agreement shall not be considered a breach of the Agreement if it was caused by force majeure. Unforeseen situations and events described in Section 103(2) of the LOA, which do not depend on their will or other events recognized as force majeure by legal and judicial practice in Estonia, are considered force majeure by the parties.
- 9.10. If the performance of the agreement is prevented due to circumstances of force majeure, the deadlines stipulated in the agreement are postponed by the period of validity of the effect of force majeure.
- 9.11. Restrictions established by legislation as of the deadline for submission of tenders are not considered force majeure. One of the prerequisites for the application of force majeure is unforeseeable circumstances. The parties to the agreement were aware

of the restrictions valid as of the deadline for submission of offers, and all activities are planned taking into account the current situation as of the deadline for submission of offers. If additional restrictions are imposed that prevent the performance of the contract, the party has the right to rely on force majeure.

10. Confidentiality and data protection

- 10.1. During the validity of the agreement and after the termination of the agreement for an indefinite period, the mandatory undertakes to keep confidential all data that has become known to them in connection with the performance of the agreement, in which the mandator has a presumed legitimate interest in keeping confidential.
- 10.2. The disclosure of confidential information to third parties is permitted only with the prior written consent of the mandator in a form that enables reproduction. The confidentiality requirement stipulated in the agreement does not extend to the disclosure of information to the parties' auditors, lawyers, banks, insurers, other legal entities or partnerships belonging to the contractor's global network, subcontractors or service providers who are bound by the obligation of confidentiality, and in cases where the party is obliged to disclose information due to legislation.
- 10.3. The mandatory undertakes not to use confidential information for personal gain or for the benefit of third parties.

11. Final provisions

- 11.1. The Agreement enters into force upon signing by both parties. The Agreement ends when the parties fulfill their contractual obligations or on another basis.
- 11.2. Amendments and additions to the agreement shall be formalized in writing and shall enter into force after their signing or on the deadline set by the parties in writing.
- 11.3. The agreement is not subject to disclosure to third parties, except in the cases prescribed by legislation and to the parties' legal advisers or auditors.
- 11.4. Compensation for damages caused by violation of the terms of the agreement is carried out in accordance with the legislation of the Republic of Estonia.
- 11.5. Disputes arising from the Agreement shall be settled through negotiations. If no agreement is reached, the disputes will be resolved in court on the basis of the laws in force in the Republic of Estonia.

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Mandator

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(signed digitally)//signature

Mandatory

Name:
Personal identification code:
Bank:
IBAN:
Place of residence:
E-mail
Telephone:

(signed digitally)//signature