

Framework Agreement no ..

Tarbijakaitse ja Tehnilise Järelevalve Amet (*Consumer Protection and Technical Regulatory Authority*) (hereinafter referred to as “**Recipient of the Service**” and/or „CPTRA“), represented by the director general Kristi Talving under the statute,

and

SeRo Systems GmbH (hereinafter referred to as the „**Service Provider**“ and/or „**SeRo**“), represented by ... under the ...,

referred to jointly and separately as “**Party**” and/or “**Parties**”,

considering that:

- CPTRA held a negotiated procurement procedure without prior publication procurement “Global Satellite Navigation System (GNSS) data analysis and storage service” (hereinafter referred to as „**Procurement**“);
- SeRo’s tender has been declared successful in the Procurement procedure by CPTRA’s dd/mm/yyyy decision no ...,

concluded this framework agreement (hereinafter referred to as “**Agreement**”) as follows:

1. Documents

- 1.1. The Agreement documents shall consist of the main text of this Agreement and its annexes and amendments to be agreed upon after the signature of this Agreement. The documents have a mutually explanatory character. Where inconsistencies or differing interpretations exist in the documents, the priority of the documents shall be as follows in descending order:
 - 1.1.1. Agreement text;
 - 1.1.2. Annex 1 - CPTRA’s dd/mm/yyyy invitation to tender;
 - 1.1.3. Annex 2 - tender no ... submitted by SeRo on dd/mm/yyyy;
 - 1.1.4. Annex 3 - list of public holidays.

2. Object and purpose of the Agreement

- 2.1. The object of the Agreement is the provision of technical support, maintenance, data analysis and storage service for the GNSS monitoring system to the CPTRA, as defined in Annex 1.
- 2.2. On the basis of this Agreement, SeRo shall provide CPTRA with services defined in the Technical Description of Annex 1 in accordance with details of Annex 2 (hereinafter jointly referred to as „**Services**“).
- 2.3. This Agreement is a framework agreement within the meaning of the Public Procurement Act. This Agreement establishes the terms and conditions under which procurement contracts are awarded during the term of validity of this Agreement, in accordance with the procedure laid down in this Agreement. Conclusion of this Agreement does not entail an obligation to award procurement contracts.
- 2.4. If the terms and conditions of the procurement contracts awarded on the basis of this Agreement differ from those provided for in this Agreement, the terms and conditions of the procurement contract must be more favorable to the CPTRA than the terms and conditions provided for in this Agreement.

3. Procedure for awarding a procurement contract on the basis of this Agreement

- 3.1. CPTRA shall submit to SeRo, by e-mail, a description of the requested Services and the conditions with which the requested Services must comply, as well as the term for the final performance and/or completion of the services (hereinafter „**Description of Works**“).
- 3.2. SeRo shall prepare and submit a tender (hereinafter „**Tender**“) to the CPTRA by e-mail within 5 working days as of the submission of the Description of Works. CPTRA may give SeRo a longer date of submission for the Tender if deemed necessary, and this shall be indicated in the Description of Works.
- 3.3. Tenders submitted after the deadline referred to in article 3.2 of this Agreement shall not be taken into account.
- 3.4. The Tender must meet all the conditions required in the Description of Works and contain all the information required in the Description of Works.
- 3.5. The price of the Tender shall be based on the pricing set out in Annex 2.
- 3.6. The price submitted in the Tender is final and must include all the expenses necessary for the performance of the Tender.
- 3.7. Within 5 working days as of the submission of the Tender, CPTRA shall review the Tender, ascertain the conformity of the Tender with the Description of Works, as well as the terms and conditions of the Agreement and decide whether to award the procurement contract.
- 3.8. CPTRA shall notify SeRo of the decision by e-mail. If the CPTRA decides to accept the Tender, a written procurement contract shall be concluded between the Parties. The Description of Works and Tender shall form an integral part of the procurement contract.

4. Performance of the procurement contract

- 4.1. Upon performance of the procurement contract, the terms as well as due dates prescribed in the Description of Works and the Tender shall be followed.
- 4.2. SeRo is responsible for compliance with the good business practices and legislation in connection with Services provided to the CPTRA. In case the performance of the procurement contract requires licenses etc., SeRo is obliged to secure such licenses beforehand without any additional costs to the CPTRA.
- 4.3. SeRo shall perform his contractual obligations in accordance with the terms and conditions set out in the Agreement and the procurement contract, the requirements, standards and norms applied in the best practice.
- 4.4. In the course of fulfilling the procurement contract, CPTRA has the right to verify the quality, volume and adherence to the terms and conditions of the Agreement and the procurement contract.
- 4.5. Upon discovery of non-quality work or works which do not conform to the aforementioned, the CPTRA shall inform SeRo in a format which can be reproduced in writing and SeRo shall promptly eliminate the non-conformities without any additional charge to the CPTRA.
- 4.6. SeRo has the obligation to immediately inform the CPTRA of any problems which interfere or may interfere with the performance of the Services specified in the Agreement and the procurement contract.
- 4.7. SeRo is responsible for the purposeful involvement of the CPTRA in the process of performing the Services in order to avoid deficiencies in the services and/or works, deviation from the schedule and other negative consequences.

5. Transfer of Services

- 5.1. The Services performed by SeRo shall be delivered to the CPTRA or performed in accordance with the terms and conditions agreed in this Agreement and the procurement contract.
- 5.2. SeRo shall prepare an instrument of delivery and receipt for the transfer of related Services (including the access to the software platform) and results, if applicable, in which SeRo shall set out a description of the Services to be transferred and the activities carried out (hereinafter referred to as „Act“).
- 5.3. CPTRA is required to verify the Act referred to in article 5.2 as soon as possible.
- 5.4. If CPTRA establishes the conformity of the Services with the Agreement and procurement contract, the CPTRA accepts the Services referred to in the Act, and the Parties sign the Act. If CPTRA identifies deficiencies in the Services, he shall notify SeRo thereof within 5 working days as of the date of submission of the Act. SeRo undertakes to eliminate the deficiencies brought to attention by the CPTRA within 10 working days. If SeRo does not eliminate the deficiencies within the term, CPTRA has the right not to make payments arising from the procurement contract before elimination of the deficiencies. If SeRo remedies the deficiencies within the term, CPTRA shall review the corrected Act and, in the event of conformity with the Agreement and procurement contract, accept the results and the Parties shall sign the Act. If CPTRA does not notify SeRo of any deficiencies in regards the Act within 5 working days, SeRo is entitled to consider the CPTRA to have accepted the Act.
- 5.5. The Act signed by the Parties is the basis for submission of an invoice by SeRo to CPTRA, unless otherwise agreed upon in the procurement contract.

6. Payment procedure

- 6.1. CPTRA undertakes to pay SeRo for the Services ordered according to the Agreement, the procurement contract and the issued invoice after signing of the Act referred to in article 5 of this Agreement.
- 6.2. The term for payment for the Services indicated on the invoice prepared on the basis of the procurement contract can be no less than 21 calendar days as of the submission of the invoice. The invoice must be submitted to ttja@arved.ee and cc'd to info@ttja.ee in a machine processable form in a PDF format.
- 6.3. The invoice is deemed to have been received from the date on which the invoice is registered in the CPTRA's system.
- 6.4. The name of the contact person and procurement contract number, as well as the period of Services performed shall be indicated on the invoice.
- 6.5. In case of delay in payment of the amount prescribed on the invoice, interest shall be charged at 0,15% for each day of delay in payment in regards the amount unpaid.

7. Contact persons and procedure for exchanging information

- 7.1. The contact person for the CPTRA for the performance of the contract is Erko Kulu, telephone +372 667 2120, e-mail address erko.kulu@ttja.ee.
- 7.2. The contact person for SeRo for the performance of the contract is ..., telephone ..., e-mail address ...
- 7.3. The representatives of the Parties specified in articles 7.1-7.2 have the right to submit reciprocal enquiries, to forward the necessary information and documentation related to performance of the Agreement and/or procurement contract, to check the progress and schedule of performance of the aforementioned, to ask for instructions, to receive summaries and other written documents prepared in the course of performance of the Agreement and/or procurement contract, and to perform other acts not provided for in the

Agreement and/or procurement contract which are necessary for achieving the objective of the Agreement and/or procurement contract.

- 7.4. The contact persons of the Parties specified in articles 7.1-7.2 shall not have the right to amend the Agreement or procurement contract unless the Party has issued a separate power of attorney to the contact person.
- 7.5. A Party undertakes to inform the other Party of any circumstances which may affect or impede the performance of the obligations or the exercise of rights provided for in the Agreement and/or procurement contract.
- 7.6. All notices/statements with legal consequences for the Party and/or Parties shall be submitted to the other Party by e-mail, signed by the Party's legal representative.
- 7.7. Messages with informative content are allowed to be transmitted by telephone or e-mail.
- 7.8. A notice of a Party shall be deemed by the other Party to be received:
 - 7.8.1. on the same day if the notification is sent by electronic means to the contact person's e-mail address on the working day before 16.00 (local time for the receiving Party);
 - 7.8.2. the following working day, if the notice is sent electronically to the contact person's e-mail address on the working day after 16.00 (local time for the receiving Party)
 - 7.8.3. on the date of receipt of receiving a registered letter;
 - 7.8.4. 7 calendar days after posting a standard letter.

8. Confidentiality and personal data

- 8.1. The Parties are required not to disclose confidential information concerning each other during the term of the Agreement and for an indefinite period after the expiry of the Agreement. Confidential information means any information given to each other, including business secrets, intellectual property, personal data which is not generally available to third parties, as well as information which they have received from third parties if the Party knows or should know that the information is confidential. In the event of doubt, the confidentiality of the information shall be presumed.
- 8.2. The Parties shall not consider as confidential such information which has already been disclosed to the other Party prior to its provision or which is disclosed independently of the Parties, unless the Party can prevent disclosure.
- 8.3. The Parties undertake to use confidential information only during the term of the Agreement and for the purpose of performing its obligations under the Agreement and/or procurement contract.
- 8.4. SeRo undertakes to ensure that the persons he or she uses in the performance of this Agreement are aware of the confidentiality obligation provided for in the Agreement and require those persons to perform that obligation unconditionally and indefinitely. SeRo is responsible for the performance of confidentiality obligations by such persons.
- 8.5. The Parties shall act upon the handling of personal data in accordance with the General Data Protection Regulation (GDPR) and the Personal Data Protection Act. The parties shall consider as personal data any data concerning an identified or identifiable natural person, regardless of the form or format in which such data are in. The Parties undertake to apply appropriate information security measures, including the personal data security measures provided for in Article 32 of the GDPR, to ensure the protection of confidential information. Upon receipt of a request to that effect, the Party shall, within a reasonable period of time, make available to the other Party all information necessary to demonstrate the implementation of the relevant technical and organizational measures.

9. Intellectual property

- 9.1. SeRo owns the intellectual property created by SeRo in the course of the performance of the Agreement and procurement contract. Intellectual property rights are all copyrights

and related rights arising from the performance of obligations arising from the Agreement and/or procurement contract.

- 9.2. In order to use the results of the provision of the Services, SeRo shall grant a non-exclusive license to the CPTRA. Due to the nature of the Services provided under the procurement contracts, the term for licenses as well as possible restrictions shall be separately agreed upon in the procurement contracts.
- 9.3. The fee for granting rights to the CPTRA shall be included in the fee payable on the basis of the procurement contract. SeRo does not have the right to demand additional fees and payments in regards intellectual property.

10. Liability

- 10.1. In addition to the legal remedies provided by law, CPTRA may demand a contractual penalty from SeRo for violation of the obligations or withhold the contractual penalty from the amount to be paid to SeRo.
- 10.2. If the performance of the Services deviates from the agreed schedule, SeRo has no right to claim compensation for damages, if the damage is avoidable by SeRo's proper performance and the damage has not been caused by direct fault of the CPTRA.
- 10.3. If SeRo's delay is caused by the CPTRA, SeRo has the right to demand reasonable extension of schedule and/or deadline. SeRo shall immediately inform the CPTRA of the delay or possibility thereof and the consequences in a format which can be reproduced in writing.
- 10.4. CPTRA shall suspend payment of fees to SeRo on the basis of the Agreement and the procurement contract in whole or in part if:
 - 10.4.1. SeRo does not perform the Agreement and/or the procurement contract;
 - 10.4.2. Deficiencies or other breaches of obligations by SeRo are discovered in the course of performance of the Agreement and/or the procurement contract or in the Services performed;
- 10.5. SeRo may suspend the performance of Services in whole or in part if:
 - 10.5.1. CPTRA is in delay with payments of the procurement contract fees for more than 30 calendar days;
- 10.6. The differences between the Parties arising from the performance of Services, including the elimination of errors, shall be resolved primarily on the basis of the objectives of the Services from the viewpoint of the CPTRA. If SeRo does not agree with the position of the CPTRA, the obligation to prove the inappropriateness of the position of the CPTRA rests with SeRo.
- 10.7. If SeRo does not perform the Services, does not deliver the Services to the CPTRA or does not eliminate the errors at the agreed time and under the agreed conditions, the CPTRA has the right to demand a contractual penalty of 0.5% of the cost of the Services not performed or not delivered per day, however in total not more than 20% of the price of the Services under the related procurement contract.
- 10.8. If a Party violates an obligation arising from article 8 and/or 9 of this Agreement, the other Party has the right to demand a contractual penalty of 2000 euros for each violation from the defaulting Party.
- 10.9. The parties shall submit the claim for contractual penalty arising from the Agreement and/or procurement contract to the Party who has violated the obligations, within a reasonable period of time but not later than within 3 months as of the date on which the Party has acquired the right to submit the claim for contractual penalty.
- 10.10. Contractual penalties and interest shall be paid within 21 calendar days as of the receipt of the corresponding claim.
- 10.11. The Parties have the possibility of netting each other.

11. Entry into force, amendment and termination of this Agreement

- 11.1. The Agreement shall enter into force after the signature of the Agreement by the latter Party and shall remain in force for 48 months or until the amount of 200 000 euros (excluding VAT) has been reached, or until the early termination of the Agreement.
- 11.2. The Agreement and/or procurement contract may be amended only by written agreement of the Parties and the amendments shall be prepared as an Annex to the Agreement or procurement contract. Amendments shall enter into force after signature by the Parties or within the term indicated by the Parties in the amendment. Upon amendment of the contract, the Parties shall comply with the conditions provided for in § 123 of the Public Procurement Act.
- 11.3. Changes in the contact details of the Parties shall be notified to the other Party within a reasonable period of time. Modification of the contact details shall not be deemed to be amendment of the Agreement within the meaning of article 11.2.
- 11.4. Either Party may cancel the Agreement on an extraordinary basis without notice if it becomes evident that, taking into account all the circumstances and taking into account the interests of the Parties, the Party wishing to cancel the Agreement cannot be expected to continue to perform the Agreement, in particular if the Party has failed to perform the obligations arising from the Agreement and has not performed the corresponding obligation within the additional term granted to the Party.
- 11.5. A Party shall forward to the other Party a notice of cancellation of the Agreement pursuant to article 7.6.
- 11.6. In the event of cancellation of the Agreement, SeRo has the right to demand only the fee for the Services actually performed and accepted by the CPTRA until the last date of validity of this Agreement.

12. Final provisions

- 12.1. This Agreement shall be signed in two identical copies having equal legal force and each Party receives a copy.
- 12.2. Disputes arising from the Agreement shall be settled by negotiation. If an agreement is not reached, the dispute shall be resolved pursuant to the procedure provided for in the legislation of the Republic of Estonia.
- 12.3. In matters not covered by the Agreement and/or procurement contract, the Parties shall be guided by the legislation in force in the Republic of Estonia.
- 12.4. The representatives of the Parties affirm that they have all the rights and sufficient powers to conclude the Agreement on behalf of the principal in accordance with the law and that, to their knowledge, there is no impediment to the performance of the obligations assumed and set out in the Agreement.
- 12.5. SeRo has no right to transfer the rights or obligations arising from the Agreement and/or procurement contract to a third party.
- 12.6. The content of this Agreement is public information.

Signatures of the Parties:

Recipient of the Service

CPTRA

Registry code: 70003218

Address: Endla 10A, 10122 Tallinn,
ESTONIA

Service Provider

SeRo Systems GmbH

Registry code:

Address:

Telephone: +372 667 2000
E-mail: info@ttja.ee

Telephone:
E-mail:

Kristi Talving
Director General

Date of signature:

Date of signature: