

## CONTRACT OF MANDATE NO FOR CONDUCTING A TRAINING \_\_\_

**Social Insurance Board**, registry code 70001975 (hereafter referred to as Mandator), represented by Director-General Maret Maripuu based on the statute and

\_\_\_\_\_, personal identification number \_\_\_\_\_ (hereafter named mandatory),

hereinafter referred to as the party or jointly the parties, entered into this Contract (hereinafter referred to as the Contract) below:

### **1. The order and the deadlines for its execution**

- 1.1. The Contract has been concluded as a result of a small purchase of „Follow-up training in sexual counseling”.
- 1.2. Integral parts of the Contract are the basic procurement documents, the Mandatory's offer, written notifications between the parties, and amendments and addenda to the Contract.
- 1.3. The Contract has the following annexes at the time of its conclusion:
  - 1.3.1. Annex 1 – technical description;
  - 1.3.2. Annex 2 – offer.
- 1.4. In order to carry out the training program, the mandatory training materials must be prepared and conducted (hereinafter referred to as **the order**).
- 1.5. The order must be completed no later than 01.06.2025.
- 1.6. The development and implementation of the training is financed by measure 21.4.7.9 of the 2021-2027 Cohesion Policy funds. In the framework of the conditions „Supporting children and families” for granting the support, „Services aimed at children and families are of high quality and meet the needs of families”, training is procured, after completion of which the participants are trained to offer counseling in the internet environment on the topics of sexually deviant behavior.

### **2. Purpose and object of the Contract**

- 2.1. The purpose of the Contract is to determine the conditions for the provision of the service that is the object of the Contract and the rights, obligations, and responsibilities of the parties during the term of the Contract.
- 2.2. The object of the Contract is the creation of educational materials and conducting training on the topic of „Follow-up training in sexual counseling” (hereinafter the work).
- 2.3. A more detailed description of the work is given in the technical description of the procurement and in the mandatory offer.

### **3. Contract price and terms of payment**

- 3.1. The costs of the contracted works are reflected in Annex 2 of the Contract (*the price includes/does not include VAT*).
- 3.2. Payment is made in stages:
  - 3.2.1. Stage I, after conducting 50% of the training modules and handing over the materials to the Mandator;
  - 3.2.2. Stage II, after the training for the remaining modules, takes place, and the materials are handed over to the Mandator.
- 3.3. Payment is made after the confirmation of the handover-acceptance deed(s) by the Mandator on the basis of the invoice submitted by the Mandator, the payment term of which is at least 14 calendar days.
- 3.4. The Mandatory 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.
- 3.5. The Mandatory has the right to present the handover- accepting the deed of the works and the invoice only after:
  - 3.5.1. The curriculum and training materials have been created and handed over to the Mandator;

- 3.5.2. Training has taken place (by region), and training participants have been given feedback for their submitted homework. Otherwise, the Mandator has the right to refuse to accept the work.
- 3.6. The contract price includes all costs incurred by the Mandatary to perform the work. The contract 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 Contract.
- 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 Mandator from executing the order;
  - 4.2.3. keep confidential the information that became known to them in connection with the execution of the order during the Contract and publish it only with the consent of the Mandator;
  - 4.2.4. ensure the legality of personal data processing during the performance of the Contract 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 order;
  - 5.1.2. cancel the Contract for valid reasons (e.g., non-fulfillment of deadlines, non-fulfillment of contractual obligations, exceeding the budget, loss of credibility);
- 5.2. The Employer is obliged to:
  - 5.2.1. inform the Mandatary of all circumstances that may affect the performance of the order by the Mandatary;
  - 5.2.2. pay the Mandatary the fee agreed in the Contract;
  - 5.2.3. pay, upon termination of the Contract, for the services actually provided by the Mandator to the Mandatary at the time of the termination of the Contract.

#### **6. Execution and handover of work**

- 6.1. The Mandatary undertakes to perform the work no later than **01.06.2025**.
- 6.2. The Mandatary undertakes to fulfill the Contract on time and with high quality in accordance with the basic procurement documents and the submitted offer. During the Contract, 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. The Mandatary must ensure that the work is performed by the persons referred to in the offer according to their professional knowledge, skills, and abilities.
- 6.4. If, during the provision of the service, there is a need for a change of team members, the principal must coordinate this in writing with the Mandator in advance. In the event of a change of team members, it must be ensured that the service is provided by at least persons with the experience and qualifications required in the contract documents, or if additional points were awarded for the training completed by a team member in the evaluation, then at least persons with the experience and qualifications presented in the offer.
- 6.5. The Mandator transfers to the Mandatary the data necessary for the execution of the work.
- 6.6. The Mandator has the right to check the progress and quality of the work, requiring the Mandatary to provide relevant information or written or oral explanations.
- 6.7. 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.
- 6.8. The handover of the work takes place with the handover-acceptance deed of the *completed training* after the tasks arising from the order have been completed.
- 6.9. The Mandatary undertakes to hand over to the Mandator all materials obtained and created during the performance of the Contract.
- 6.10. 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 offer. 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 Contract, 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 rights to assign the aforementioned proprietary rights and to grant an exclusive license with respect to 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 principal has the right to use the data, information, and 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 Mandatary's use of the work takes place with the prior written consent of the Mandator.
- 7.3. After the delivery of the work, the Mandator has the right to use the work created during the performance of the Contract at their discretion.
- 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 Contract**

- 8.1. The Mandator's contact person is ..... (name), ..... (phone number), ..... (email address).
- 8.2. The Mandatary's contact person is ..... (name), ..... (phone number), ..... (email address).
- 8.3. The competence of the mandator contact person is to negotiate the performance of the work, organize control over the execution of the Contract, 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 Contract. Only the legal or authorized representative of the Mandator has the right to change the Contract.

## **9. Liability of the parties and force majeure**

- 9.1. The parties bear full responsibility for the direct property damage caused to the other party by the non-fulfillment or improper fulfillment of the obligations arising from the Contract to the extent of this damage.
- 9.2. The Mandatary is responsible for any breach of Contract, especially if the Mandatary has not fulfilled the Contract or if the work does not meet the requirements stipulated in the Contract, etc. If it is possible to demand a contractual penalty for the same violation on the basis of several provisions, or different legal remedies can be applied for the same violation, the Mandator chooses the legal remedy. Demanding a contractual penalty damages 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, deficiencies that have appeared in the work are indicated, and a deadline is set to eliminate them. If the Mandatary violates an obligation arising from the Contract, which cannot be rectified, or if the Mandatary 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 Contract instead of requiring the elimination of defects.
- 9.4. In addition to the demand for performance of the Contract 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 violation if the Mandatary has not performed the work or the work handed over by the Mandatary does not meet the contract conditions.

- 9.5. In the event of non-compliance with the deadline for the performance of work stipulated in the Contract or the deadline specified in the claim submitted on the basis of the Contract, the Mandator has the right to demand from the Mandatary a contractual penalty of 0.5% of the contract price for each day of delay.
- 9.6. If the Mandator delays the fulfillment of the financial obligations stipulated in the Contract, the Mandatary has the right to demand from the Mandator 0.05% of the unpaid sum per day but not more than 5% of the contract price.
- 9.7. In case of non-fulfillment or improper fulfillment of the obligations stipulated in the Contract, if they can be considered a significant breach of the Contract, the Mandator has the right to unilaterally terminate the Contract in an extraordinary manner by notifying the principal in a written statement. Violation of the Contract is considered significant, especially in the circumstances described in Section 116(2) of the LOA.
- 9.8. The proper fulfillment of the conditions stipulated in the contract documents and the Contract is evaluated by the representative of the Mandator during the feedback of the training participants and the observational evaluation of the training. The Mandator has the right to prematurely terminate the Contract in the event of a breach of the Contract by the Mandatary, provided that the Mandator has notified the Mandatary at least once in advance of the breach in a form that enables written reproduction.
- 9.9. Contractual penalties and fines for delay must be paid within 14 days of receiving the corresponding 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 Contract.
- 9.10. Non-fulfillment or improper fulfillment of contractual obligations is not considered a breach of Contract 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.
- 9.11. If the performance of the Contract is prevented due to circumstances of force majeure, the deadlines stipulated in the Contract are postponed by the period of validity of the effect of force majeure.
- 9.12. Restrictions established by legislation as of the deadline for submission of offers are not considered force majeure. One of the prerequisites for the application of force majeure is unforeseeable circumstances. The parties to the Contract were aware of the restrictions valid as of the deadline for submission of offers, and all activities are planned to take 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 protection of personal data**

- 10.1. During the validity of the Contract and for an indefinite period after the end of the Contract, the Mandatary undertakes to keep confidential all data that has become known to them in connection with the execution of the Contract, 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 Contract 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 confidentiality obligations, and in cases where the party is obliged to disclose information due to legislation.
- 10.3. The Mandator undertakes not to use confidential information for personal gain or for the benefit of third parties.

## **11. Final Provisions**

- 11.1. The Contract enters into force upon signing by both parties. The Contract ends when the parties fulfill their contractual obligations or on another basis.
- 11.2. Amendments and additions to the Contract 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 Contract is not subject to disclosure to third parties, except in the cases prescribed by legislation and to the legal advisers or auditors of the parties.
- 11.4. Compensation for damages caused by violation of the terms of the Contract is carried out in accordance with the legislation of the Republic of Estonia.
- 11.5. Disputes arising from the Contract are resolved 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.

**Mandator**

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/digitally signed/

Maret Maripuu  
Director-General

**Mandatory**

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