**PROJECT WORK CONTRACT No.**

(date of latest digital signature)

The State Forest Management Centre, hereinafter referred to as the **Contracting Authority,** represented by. [Select appropriate] [Select date] [Select appropriate] No under , on the one hand,

and hereinafter referred to as the "**Contractor",** represented by [Select appropriate] under on the other hand,

hereinafter referred to as the **Party** or jointly as the **Parties**,

have awarded this contract, hereinafter referred to as "the **contract",** following open Call for Tender No 1-47/............ "" (reference number ................), on the basis of the specifications and the successful tender as set out below:

**1. Subject of the contract**

1.1 The subject of this contract is the carrying out of the investigation and design works necessary for the preparation of the natural water regime restoration project at the Jaamaküla permanent habitat for capercaillie, **hereinafter referred to** as the **project**.

1.2 The Agreement is concluded by means of the following Annexes, hereinafter referred to as the **Annex** or together **the Annexes**:

Annex 1 - the tender submitted by;

Annex 2 - Terms and conditions for data processors

Annex 3 - Model wetland restoration project design

Annex 4- Design brief with annexes

1.3 The contract is funded by Rail Baltic CEF8 Action G2.3 (Design works for capercaillie mitigation measures from Pärnu to Estonia/Latvia border).

**2. Execution of works and project requirements**

2.1 The Contractor's main responsibility is to carry out all the necessary studies and design work for the execution of the Works on the Site and to prepare the design, hereinafter referred to as the **Design Works**. The Contractor shall be responsible for carrying out all the design works for the preparation of the design as defined in the outline specifications.

2.2 The content of the project and the design phases are described in Annex 3 "Model Composition of the Wetland Restoration Project", which the designer must follow (where applicable, to the extent set out in the design brief and the tender document).

2.3. The design work consists of two phases.

2.3.1. Phase I - Research. The scope of the research work may change during the course of the work.

2.3.2. stage II - design of works, execution of design works and formalisation of the project.

2.4 The Contractor is obliged to apply for and obtain the necessary permits and approvals for the design, improvement and modification of the object in accordance with the model wetland restoration project of RMK, the terms of reference and the tender document.

2.5 The Contractor is obliged to prepare the entire design, as well as corrections of design errors and design modifications, and to deliver them to the Contracting Authority in the volume and manner specified in the Bill of Quantities.

2.6 Contractor's obligation to provide reasonable assistance in resolving project-related issues arising during the course of the works.

2.6 The Contractor is obliged to use Estonian as the working language in its communication with the Contracting Authority, i.e. in correspondence and in documents to be prepared in the course of the performance of the Contract.

**3. Deadlines**

3.1. The Contractor is obliged to carry out the design works in due time and to hand over the studies to the Contracting Authority. 1.11.2024 and hand over the completed design with all required and necessary approvals to the contracting authority 1.04.2025

* 1. . The time limits for delivery may be exceeded by the designer only with the prior written agreement of the contracting authority in the following circumstances:
     1. the requirements in the contract documents have been modified by a person or body separate from the contracting authority/entity, or;
     2. if further research and/or design work is carried out;
     3. if the work could not be carried out due to delays caused by third parties or authorities; or;
     4. the performance of the works has been rendered impossible or unreasonably difficult by natural circumstances beyond the control of the contracting authority and the contractor and the change in such circumstances or the removal of the effects of such circumstances causes delay.
  2. Acceptance of the project will be formalised by the parties by means of a hand-over acceptance certificate.
  3. The date of acceptance of the individual phases of the design works and of the project as a whole shall be deemed to be the date on which the contractor duly submits the individual phases or the project as a whole to the contracting authority. The contracting authority shall be obliged to examine the stages of the works and the finished design submitted within three weeks of the date submitted by the contractor. Within this period, the contracting authority must either accept the project or a part of it (by signing the act of delivery and acceptance) or refuse to accept the project or a part of it, stating the reasons for its refusal.
  4. The Contractor is obliged to pay to the Contracting Authority a contractual penalty of 0.15% (zero point fifteen) of the fee specified in clause 4.1 of the cost of the given stage for each day of delay. In the event of failure to remedy a design defect within the time limit specified in clause 6.2 of the contract, the contractor shall be liable to pay to the contracting authority a penalty of 0,15 % (zero point fifteen) of the fee specified in clause 4.1 for each day of delay.

**4. Contract fee**

4.1 The Contracting Authority shall pay the Contractor for the performance of the obligations under this Contract. ( EUR per 1 hectare of the area of the Works, exclusive of VAT, at a total cost of EUR...... exclusive of VAT, as follows:

4.1.1 After completion and acceptance of the works, the client shall pay 30% of the total cost of the works referred to in clause 4.1. for the works;

4.1.2 Upon acceptance of the design works, the Contracting Authority shall pay 70% of the total cost as defined in clause 4.1;

4.2 the fee shall be paid by transfer to the Contractor's bank account in accordance with the details on the invoice, no later than 14 (fourteen) days after receipt of the invoice.

4.3 The Contractor shall invoice electronically. Invoicing shall be done using the accounting software for electronic invoicing or the accounting software e-Invoicing available on the business portal https://www.rik.ee/et/e-arveldaja.

**5. Liability of the parties**

5.1 The parties shall be liable for any breach of their obligations under the law or the contract.

5.2 In case of delay in payment of the fee specified in clause 4.1, the Contractor shall be entitled to charge the Customer a penalty of 0.15% (zero point fifteen) of the outstanding amount for each day of delay in payment.

5.3 The Contracting Entity shall be entitled to deduct from the fee payable:

5.3.1 the cost of the design flaw described in section 6.1. The Contracting Authority shall be obliged to pay this amount to the Contractor no later than 14 (fourteen) days after the design defect has been remedied and the corrected design has been delivered to the Contracting Authority;

5.3.2 the contractual penalty set out in clause 3.5;

5.3.3 proven damage caused by the designer to the contracting entity.

**6. Design errors and design changes**

6.1 A design flaw shall be deemed to be an error, defect or omission in the design which makes it impossible to construct the wetland restoration works in accordance with the design in accordance with the provisions of the applicable legislation, the design brief and the approvals; or it is possible but may result in unusually high costs in the general practice of construction, hereinafter referred to as a **design flaw**. The design flaw must be identified by a competent committee, in whose work the representative of the Design-Builder has the right to participate.

6.2 In the event that a design error is discovered during the construction or earlier, the contractor shall, at the first request of the contracting authority, eliminate the design error, correct the design and deliver the corrected design to the contracting authority at its own expense. The contractor shall be obliged to hand over the corrected design to the contracting authority no later than fifteen (15) working days after the request for rectification of the design defect by the contracting authority.

6.3 In the event that a design error has been identified and the Contracting Authority has suffered damage due to the design error, including the payment of fines to the state or local government, the payment of contractual penalties or interest on arrears to the Contractor or its other contractual partners, the payment of excess or unnecessary materials or works or the payment of rebuilding works, the Designer shall be obliged to compensate the Contracting Authority for this damage in full at its first request.

6.4 In the event that design defects become apparent on the site within 2 (two) years after completion of all works, the provisions of clauses 6.2 and 6.3 shall also apply. In such case, the Contracting Authority shall be entitled to carry out or to have carried out alterations to the Works, the cost of such alterations being payable by the Design-Builder as soon as the costs of the alterations are incurred.

**7. Representatives of the parties and contact details**

7.1 The designer responsible for the project is. tel , e-mail

7.2 The Contracting Entity's contact person for all dealings between the parties is. tel , e-mail

7.3 The Contractor's contact person for all dealings between the parties is. tel , e-mail

7.4 The parties may unilaterally change the contact persons designated in Clauses 7.2 and 7.3, and shall notify the other party thereof in advance in writing or by e-mail.

**8. Expiry and termination of the contract**

8.1 The Contract shall terminate when the obligations of the parties under the Contract have been fully and properly performed by both parties.

8.2 The Contracting Entity shall have the right to withdraw from or terminate this Contract if:

8.2.1 the Contractor fails to start work on time;

8.2.2 the Contractor is carrying out the Design Works so slowly that it is likely to be impossible to complete them within the time limit set out in clause 3.1;

8.2.3 the design work is not carried out properly;

8.2.4 the contractor behaves in an inappropriate manner with the employees of the contracting authority or other partners and therefore loses trust.

8.3 In the event that the contracting authority unilaterally withdraws from or terminates this contract, it shall be obliged to pay the contractor for the work performed at the time of withdrawal or termination in proportion to the contract price.

8.4 The Contractor shall not be entitled to unilaterally withdraw from or terminate this Contract, except as provided by law.

**9. Forwarding notifications**

9.1 Notices relating to the Contract shall be given by telephone or by e-mail to the e-mail address of the party indicated in the Contract. The party is obliged to inform the other party immediately of any change of address.

9.2 Notices sent by e-mail shall be deemed to be received from the working day following the day on which the notice was sent.

9.3 Statements of withdrawal from the contract and letters of demand to the other party in the event of breach of contract must be in writing. A digitally signed electronic document is equivalent to a written form. The latter form requirement is also fulfilled if the notice is sent by e-mail.

**10. Transfer of copyright to the Contracting Entity**

10.1 The Contractor assigns to the Contracting Authority all the property rights arising from the work carried out under the public contract and they are deemed to be transferred to the Contracting Authority upon payment of the price of the public contract.

10.2 The Contractor shall grant to the Contracting Authority an exclusive sub-licence to all the personal rights of the Author in the Work executed under the Contract for the entire term of the copyright without territorial limitations.

10.3. All royalties and licence fees are included in the value of the object of the public contract.

**11. Final provisions**

11.1 The Parties undertake to keep confidential all personal data, as well as confidential data and data considered to be business secrets, which become known in connection with the performance of the Agreement.

11.2 All amendments to the Agreement shall enter into force upon signature by both parties at the time of signature or on such other date as the parties may specify in writing.

11.3 Any disagreements or disputes arising in connection with the Contract shall be resolved by the Parties primarily through negotiation. If disputes arising out of the contract cannot be settled by negotiation between the parties, the dispute shall be settled in accordance with the procedure established by law.

11.4 The contract has been signed digitally.

**Details and signatures of the parties**

**Subscriber Contractor**

State Forest Management Centre

Registration number 70004459 Registration code

Mõisa/3, Sagadi village, Haljala municipality

45403 Lääne-Viru County Tel

Tel 676 7500 E-mail

E-mail rmk@rmk.ee

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Annex 1   
to the design works contract

**TERMS AND CONDITIONS FOR THE PROCESSOR**

(date of latest digital signature)

1. **Objective of the Annex**
   1. The purpose of this Annex is to agree on the rights and obligations of the processor in relation to the processing of personal data and/or information relating to nature conservation restrictions and/or national defence obtained in the course of the performance of the contract, which shall govern the parties in the performance of the contract.
   2. **The State Forest Management Centre** (hereinafter referred to as the data controller) shall forward [Company] (hereinafter referred to as the "processor") the data referred to in point 1.1. and authorises the processor to process these data only if the processing is necessary under the contract.
   3. In the event of any conflict between the provisions of the Agreement and the provisions of this Annex, the provisions of this Annex shall prevail.
2. **For the purposes of this Annex:**
   1. "Appropriate technical and organisational measures" means processes and procedures which, taking into account the state of the art, the cost of implementation and the data, ensure a level of security appropriate to the scale of the damage caused by unauthorised or unlawful processing or accidental loss, destruction or damage;
   2. "Data Protection Legislation" means the GDPR and other legislation in force in the Republic of Estonia regulating the processing of personal data and their implementing or complementary acts, together with any amendments, modifications or replacements thereof, any enforceable guidelines and codes of conduct issued by any local or EU regulatory authority responsible for the protection of personal data;
   3. 'processing' means any operation or set of operations which is performed upon data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, publication or otherwise making available, alignment or combination, restriction, erasure or destruction;
   4. "data" - (personal data, information relating to a nature conservation restriction, information relating to national defence). **Identifiable** natural person - An identifiable natural person is one who can be identified, implicitly or explicitly, by reference to values such as name, identity code, location data; internet-based values; or to one or more values relating to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. **Information on a conservation restriction** - Disclosure of the exact location of the habitat of a specimen of a species in conservation categories I and II. Location of the habitat. **Information relating to national defence** - Information relating to national defence as referred to in Section 35(1) of the AvTS;
   5. 'data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, data transmitted, stored or otherwise processed.
3. **Data processing**
   1. Duties of the data controller:
      1. use and process the data solely for the performance of the contract and on the basis of the controller's documented instructions, unless the processor is obliged to process the information under a law applicable to the processor. In the latter case, the processor shall inform the controller of the existence of such an obligation prior to the processing of the information, unless such information is prohibited by the law applicable to the processor on grounds of substantial public interest;
      2. undertakes to keep the data disclosed in the course of the performance of the Agreement strictly confidential and not to use or disclose the data for any purpose other than as provided in this Agreement. It shall also ensure that persons authorised to process the data (including other processors, processor's staff time or other persons having access to the data obtained in the course of the performance of the contract) respect the confidentiality requirement;
      3. not to transfer the data outside the territory of the Member States of the European Union and of the countries of the European Economic Community without the express written consent of the controller;
      4. comply with all applicable data processing requirements, data security and data protection laws and regulations of the European Union and the Republic of Estonia;
      5. the processor undertakes to take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing, accidental loss or destruction of, or damage to, data processed under the contract.
      6. All obligations referred to in point 3.1.2 of this Annex shall be imposed by the processor on any third party used by the processor in the performance of its contractual obligations. A third party is a natural or legal person or a public or local authority which is neither a controller nor a processor.
4. **Notification of a data breach**
   1. The processor shall notify the controller of a data breach or, where there are reasonable grounds to suspect that such a breach has occurred, without undue delay from the time the processor or another processor to which the processor has delegated the responsibility becomes aware of the data breach or reasonably suspects that such a breach has occurred.
   2. At the request of the controller, the processor shall, without undue delay, provide the controller with all relevant information relating to the breach. To the extent that such information is available to the processor, the notification shall describe at least the following:
      1. the nature, expected date and time of the data breach that occurred;
      2. the name and contact details of the relevant contact person of the processor for further information;
      3. the measures taken or to be taken by the processor to remedy the breach in order to prevent future breaches and, where appropriate, measures to mitigate the possible negative effects of the breach;
      4. provide any other information reasonably required to enable the controller to comply with applicable data protection law, including information and disclosure obligations in relation to public authorities, such as information required to identify the data subject.
5. **Other provisions**
   1. Upon termination of the contract, the processor undertakes to return to the controller all the data relating to the restriction or to erase the data and copies thereof in accordance with the instructions given by the controller, unless the retention of the data is required by applicable law or the processor does not have a legal basis for processing the data as an independent data controller.
   2. The processor shall issue to the controller a certificate, signed by the person authorised to represent the processor, certifying that the operations referred to in point 5.1 of the Annex have been carried out by the processor and by any other processor used by the processor.
   3. Allow and contribute to audits and inspections by the controller or an auditor authorised by the controller.
   4. The processor shall notify the controller in writing of any changes that may affect the processor's ability or prospects of complying with this Annex and the controller's written instructions. Any additions or amendments to this Annex shall be agreed by the parties in writing.
   5. This Annex shall enter into force on the date of signature by both Parties. It shall remain in force as long as an agreement between the parties is in force or the parties have obligations between themselves relating to the processing of data.
   6. The requirement of confidentiality is open-ended, and applies both during the performance of the contract and after its termination.

**Signatures of the parties**

**Data Controller Data Controller**

State Forest Management Centre [Company]

[Select appropriate][Choose appropriate]