

Social Insurance Board, registry code 70001975 (hereinafter referred to as the Contracting Authority), represented by Director General Maret Maripuu on the basis of the statutes and

..... (.....) *represented by* (hereinafter referred to as the Contractor),

hereinafter individually referred to as the Party or collectively as the Parties, concluded this service agreement (hereinafter referred to as the Agreement) as follows:

1. General provisions, object, and purpose of the Agreement

- 1.1. The Agreement is the result of a procurement procedure entitled ‘Training “Multicultural approach to the work of the Children’s House”’ (hereinafter referred to as the Procurement).
- 1.2. The procurement documents, the Contractor’s Tender, written notices between the Parties and amendments and annexes to the Agreement form an integral part of the Agreement.
- 1.3. At the time of its conclusion, the Agreement contains the following annexes (hereinafter also referred to as the Contract Documents):
 - 1.3.1. Annex 1 – Technical specifications;
 - 1.3.2. Annex 2 – The Contractor’s Tender.
- 1.4. In the event of inconsistency between the provisions contained in the Agreement or in documents relating to the Agreement, or in the event of inconsistency between the provisions resulting from those documents and other legal acts or documents relating to the Agreement, the Parties shall proceed in the following order of priority:
 - 1.4.1. the procurement documents;
 - 1.4.2. the Contractor’s Tender;
 - 1.4.3. the Agreement.
- 1.5. The Contractor is required to perform any other activities and tasks not specified in the Agreement which, by their nature, are necessary to achieve the object and purpose of the Agreement.
- 1.6. The object of the Agreement is the preparation of a curriculum and educational materials and the provision of trainings (hereinafter the Services), the detailed description of which is set out in the procurement documents and the Contractor’s Tender.
- 1.7. The deadline for performance of the Agreement is 31 December 2026.
- 1.8. The procurement is financed under the 2021–2027 Cohesion Policy Funds measure 21.4.7.9 “Services aimed at children and families are of high quality and meet the needs of families”, under the grant conditions “Supporting children and families”, activity 2.2 “Supporting children with multiple and diverse needs and their families”.

2. Contract price and terms of payment

- 2.1. The Contracting Authority shall pay the Contractor a fee of EUR..... (hereinafter the Contract Price) for the provision of training in accordance with the requirements arising from the Agreement and the Contract Documents.
- 2.2. *Value added tax shall/shall not be added to the Contract Price/the price is presented as a gross amount* and is calculated according to the offer submitted by the Contractor (Annex 2).
- 2.3. The Contract Price is binding on the Contractor and includes the Contractor’s remuneration and all costs specified in the Agreement for the performance of the Services within the framework of the Agreement. The Contract Price shall not depend on any increase in costs or workload or on the increase in costs of any third parties during the performance of the Agreement.
- 2.4. *Payment shall be made after the instrument(s) of delivery and receipt have been approved/signed by the Contracting Authority on the basis of an invoice submitted by the Contractor.*
- 2.5. *The Contractor shall submit to the Contracting Authority an e-invoice in accordance with the Accounting Act (hereinafter Invoice) and shall indicate on the Invoice the name of the Contracting Authority’s contact person and contract number xxxxx.*

- 2.6. *The Invoice's payment term is at least 14 (fourteen) calendar days. An Invoice that is not in compliance with the conditions shall not be payable.*
- 2.4. *(Natural person) Upon payment, the Contracting Authority shall withhold the income tax, unemployment insurance premium and, if necessary, the funded pension contribution in the amount provided for in the Act. In addition to the remuneration to be paid, the Contracting Authority shall pay social tax and unemployment insurance contributions for the Contractor in the amount provided for by law.*
- 2.5. *(Natural person) No tax exemption is applied to the remuneration / tax exemption is applied at the rate of EUR _____. The Contractor has/has not joined the second pillar of the funded pension.*
- 2.6. *(Natural person) The Contracting Authority shall pay the remuneration to the account of the Contractor within 14 (fourteen) calendar days after the approval/signature of the instrument of delivery and receipt.*

3. Rights and obligations of the Parties

- 3.1. If, in the course of performance of the Agreement, the Contractor needs to replace team members, the Contractor must first agree to this in writing with the Contracting Authority. In the event of the replacement of team members, it must be ensured that the Services are performed at least by persons with the experience required in the procurement documents.
- 3.2. The Contractor has the right to:
 - 3.2.1. receive the contractually agreed remuneration;
 - 3.2.2. demand from the Contracting Authority a fine for delay of 0.05% of the amount not paid on time per day, but not more than 5% of the Contract Price, if the Contracting Authority delays the performance of the financial obligations provided for in the Agreement.
- 3.3. The Contractor is obligated to:
 - 3.3.1. inform the Contracting Authority of any circumstances which may prevent the Contractor from carrying out the training;
 - 3.3.2. when using copyright-protected materials of third parties in the course of performance of the Agreement, comply with the provisions of the Copyright Act (for materials received by the Contractor from the Contracting Authority, the Contracting Authority ensures the existence of copyright);
 - 3.3.3. ensure that, if the training does not comply with the conditions and requirements arising from the Agreement, the Contractor rectifies the deficiencies without delay at its own expense or within the time limit set in accordance with clause 4.
- 3.4. The Contracting Authority has the right to:
 - 3.4.1. obtain information relating to the performance of the Agreement;
 - 3.4.2. give instructions to the Contractor;
 - 3.4.3. order additional trainings in the first quarter of 2026 on the basis of the price indicated in the Tender.
- 3.5. The Contracting Authority is required to:
 - 3.5.1. provide the Contractor with the information necessary for the execution of the Service;
 - 3.5.2. inform the Contractor of any circumstances that could affect the training;
 - 3.5.3. pay the Contractor a fee for the proper performance of the Agreement;
 - 3.5.4. in the event of termination of the Agreement, pay the Contractor for the services actually provided to the Contracting Authority at the time of termination of the Agreement.

4. Liability of the Parties and force majeure

- 4.1. If the training does not comply with the requirements arising from the Agreement, the Contracting Authority may demand that the Contractor eliminate the deficiencies at the expense of the Contractor, notifying the Contractor of the deficiencies within a reasonable period of time after discovery of such circumstance and giving the Contractor a term and an order for elimination of the deficiencies (hereinafter Claim).
- 4.2. The Contractor shall be liable for the subcontractors involved in the performance of the Agreement in the same way it is liable for its own actions.

- 4.3. In addition to or instead of requiring performance of the Agreement, the Contracting Authority has the right to demand a contractual penalty of up to 10% of the Contract Price if the Contractor has not carried out the training prescribed in the Agreement and the procurement documents on time or the training does not comply with the terms and conditions of the Agreement.
- 4.4. The Contracting Authority has the right to demand from the Contractor a contractual penalty of 0.5% of the value of the Agreement for each day of delay in the event of non-compliance with the terms provided for in the Agreement or the term for elimination of deficiencies established on the basis of the Agreement, except in cases where the delay occurred by agreement with the Contracting Authority or due to the actions of the Contracting Authority.
- 4.5. Contractual penalties and interest on arrears shall be paid within 14 (fourteen) days as of the receipt of the corresponding claim. The Contracting Authority has the right to set off the amount of the contractual penalty against the amount payable under the Agreement upon payment for the Service.
- 4.6. If performance of the Agreement is prevented due to circumstances of force majeure in the cases described in § 103 of the Law of Obligations Act, the terms provided for in the Agreement shall be postponed by the period of validity of the force majeure.
- 4.7. The Contracting Authority has the right to terminate the Agreement without a period of advance notice if the Contractor has materially violated the terms and conditions agreed upon in the Agreement and the Contract Documents.

5. Intellectual property

- 5.1. Trainings, materials or a part thereof provided by a Contractor on the basis of the Agreement may correspond to the characteristics of a work under the Copyright Act.
- 5.2. The Contractor undertakes not to violate the rights of third parties in the performance of the Agreement and to comply with the provisions of the Copyright Act when using the copyrighted works/materials of third parties.
- 5.3. The Contractor confirms that it owns all proprietary and personal copyrights in the works/materials to be performed under the Agreement and transferred to the Contracting Authority, and the author of the works/materials has restricted or restricts the manner and extent of the exercise of their personal and proprietary copyright under the Agreement entered into with the Contractor so that the Contracting Authority has the right to use the works/materials in the manner and to the extent provided for in the Agreement and the Contract Documents.
- 5.4. The remuneration payable by the Contracting Authority to the Contractor shall be included in the remuneration payable under the Agreement.

6. Confidentiality and data protection

- 6.1. During the term of the Agreement and for an unspecified term after the termination of the Agreement, the Contractor undertakes to keep confidential all information which has become known to it in connection with the performance of the Agreement and which the Contracting Authority presumably has a legitimate interest in keeping confidential.
- 6.2. Disclosure of confidential information to third parties is permitted only with the prior consent of the Contracting Authority in a format which can be reproduced in writing. The confidentiality requirement provided for in this Agreement does not extend to disclosure of information by auditors, lawyers, banks, insurers, other entities belonging to the same group or network as the Contractor, as well as subcontractors or service providers of the Parties who are bound by confidentiality obligations.
- 6.3. The Contractor undertakes not to use the confidential information for personal gain or for the benefit of third parties.
- 6.4. The Contractor undertakes to ensure the lawfulness of the processing of personal data in the course of the performance of the Agreement and compliance with the requirements provided for in the General Data Protection Regulation (EU 2016/679) and other data protection legislation, including compliance with organisational, physical and information technology security measures to protect confidential data against accidental or intentional unauthorised alteration, accidental destruction, intentional destruction, disclosure, etc. If necessary, the Parties shall conclude an additional data processing agreement in accordance with the provisions of Article 28 of the General Regulation, unless the conditions for data processing are annexed to this Agreement.

- 6.5. The Contractor shall not engage in public relations in connection with the Agreement and shall not give notices to the press, electronic media, the public or other audiences, except with the prior consent of the Contracting Authority in a format which can be reproduced in writing. Only notices, the text of which has been previously agreed upon with the Contracting Authority, may be published.

7. Exchange of notifications and contact persons

- 7.1. Notifications shall be forwarded in a format which can be reproduced in writing.
- 7.2. Notifications relating to the Agreement shall be forwarded to the other Party using the contact details specified in the Agreement. A Party is obligated to inform the other Party immediately of any change in its contact details. Pending notification of a change in the contact details, the notice is deemed to have been duly transmitted if it has been sent to the Party using the contact details specified in the Agreement.
- 7.3. A notice sent by e-mail shall be deemed to have been received on the working day following the day on which it was sent.
- 7.4. The Contracting Authority's contact person is.....
- 7.5. The Contractor's contact person is.....
- 7.6. It is within the competence of the Contracting Authority's contact person to negotiate the performance of the Service, issue instructions, organise control over the performance of the Agreement, notify the Contractor of delays and changes, accept the Services, and submit complaints.
- 7.7. In the absence of the Contracting Authority's contact person specified in the Agreement, their internally appointed substitute shall have the same rights.

8. Final provisions

- 8.1. The termination of the Agreement shall not affect the performance of obligations which, by their nature, continue to apply after the termination of the Agreement. The Agreement shall be deemed to have been performed when the Services specified in the Agreement and in the Contract Documents has been performed and the documents specified in the Agreement have been submitted.
- 8.2. The Parties may amend the Agreement by written agreement of the Parties under the conditions laid down in the Public Procurement Act or in the Agreement.
- 8.3. The Parties may extend the Agreement by up to three (3) months if the Contracting Authority orders additional training in the first quarter of 2026 or if the performance of the Agreement is delayed for reasons beyond the control of the Parties (which shall not be considered force majeure).
- 8.4. The Contractor may not transfer or otherwise assign the obligations arising from the Agreement to a third party without the prior written consent of the Contracting Authority.
- 8.5. Disputes arising from the Agreement shall be settled by way of negotiation. If no agreement is reached, disputes shall be settled in Estonian courts in accordance with the laws of the Republic of Estonia.

(signed digitally)

(signed digitally)