

CONTRACT FOR SERVICES No. ____

Social Insurance Board (hereinafter the Contracting Authority), registry code 70001975, location Paldiski mnt 80, Tallinn, represented by *Director General Maret Maripuu based on the statutes* and

____ (hereinafter the contractor), registry code _____, location _____, represented by the board member/under authorization by _____

hereinafter together referred to as the parties or separately as a party, entered into this employment contract for services (hereinafter the contract) in the following:

1. General Provisions

- 1.1. The contract has been signed for the small procurement "Preparation of guidelines for increasing children's involvement in child protection casework and decision-making processes."
- 1.2. The basic documents of the small purchase, the Contractor's tender, written communications between the parties, and amendments and additions to the contract are integral parts of 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 - Contractor's tender.

2. The object of the contract

- 2.1. The purpose of the contract is to prepare instructions that:
 - 2.1.1. provide child protection workers and professionals working with children with tools and methodologies to involve children in making decisions that affect them;
 - 2.1.2. make sure 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;
 - 2.1.3. promote the integration of the principles of child involvement in the design and implementation of child protection policy and practice;
 - 2.1.4. rely on the best practices, lessons learned, and needs of the CBSS countries (hereafter work).
- 2.2. A more detailed description of the work is provided in the technical description of the procurement and the Contractor's tender.
- 2.3. The activities are implemented within the framework of 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" (TAT) under the conditions of granting of assistance "Supporting children and families."

3. Contract price and terms of payment

- 3.1. At the end of the study, the Contracting Authority pays the Contractor according to the price fixed in the tender, to which *is added//is not added* VAT in the amount of ____ euros:
- 3.3. Payment is made after the customer's confirmation of the handover-acceptance deed(s) on the basis of the invoice submitted by the Contractor, the payment term of which is at least 14 calendar days.
- 3.4. The Contractor undertakes to submit the 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. A contractor who is not registered in Estonia can submit the invoice as an e-invoice via the European electronic documents and e-invoicing network PEPPOL or in PDF format to the e-mail address of the mandator's authorized representative.

- 3.5. The Contractor undertakes to carry out the work no later than **02.05.2025** from the signing of the contract. The Contractor has the right to submit the handover-acceptance deed of the works and the invoice only after the work has been properly completed by the Contractor and approved by the Contracting Authority.
- 3.5. The contract price includes all costs incurred by the Contractor to perform the work. The contract price includes a fee for the transfer of intellectual property rights.
- 3.6. The Contracting Authority pays for the work after receiving the invoice.

4. Execution of the work

- 4.1. The Contractor undertakes to fulfill the contract on time and with high quality in accordance with the basic procurement documents and the submitted tender. During the contract, the Contractor must perform all actions that are not stipulated in the procurement documents but which, by their nature, are part of the actions related to the execution of the work.
- 4.2. The Contracting Authority provides the Contractor with the necessary data to perform the work.
- 4.3. The Contracting Authority has the right to check the progress and quality of the work, requiring the Contractor to provide information or written or oral explanations.
- 4.4. 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.

5. Copyrights

- 5.1. 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 Contracting Authority. With respect to the author's personal rights, which are transferable in nature, the Contractor grants to the Contracting Authority an irrevocable, exclusive license valid for the entire term of the copyright. The Contractor guarantees that it has all the 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 Contractor, and the Contracting Authority undertakes to fulfill the requirements arising from the Copyright Act and good referring practice.
- 5.2. After handing over the work created during the performance of the contract, the Contracting Authority has the right to use the work at its discretion.
- 5.3. The Contractor undertakes to pay royalties related to the work to third parties, if necessary, out of the fee due for the work.

6. Liability of the parties and force majeure

- 6.1. The parties bear full responsibility for direct property damage caused to the other party by non-fulfillment or improper fulfillment of the obligations arising from the contract to the extent of the damage.
- 6.2. The Contractor is responsible for any breach of contract, especially if the Contractor 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 breach on the basis of several provisions or different legal remedies that can be applied for the same breach, the legal remedy is chosen by the Contracting Authority. Demanding payment of contractual penalty does not affect the right to additionally demand fulfillment of obligations and compensation for damages.
- 6.3. The Contracting Authority submits a claim within a reasonable time after learning about the non-conformity of the work.
 - 6.3.1. The claim states the defects that have appeared in the work and sets a deadline for remedying the defects. If the Contractor violates the obligation arising from the contract, which cannot be remedied, or if the Contracting Authority has no interest in remediation, no deadline is set for remedying the defects.
 - 6.3.2. The Contracting Authority has the right to reduce the price of the contract instead of the requirement to remedy the defects.

- 6.4. In addition to the demand for performance of the contract or instead of the demand for performance, the Contracting Authority has the right to demand a contractual penalty of 3% of the contract price for each violation if the Contractor has not performed the work or the work does not meet the contract conditions.
- 6.5. In case of non-compliance with the deadline for the execution of the work stipulated in the contract or the deadline specified in the claim submitted on the basis of the contract, the Contracting Authority has the right to demand from the Contractor a contractual penalty of 0.5% of the contract price for each day of delay.
- 6.6. If the Contracting Authority delays the fulfillment of the financial obligations stipulated in the contract, the Contractor has the right to demand from the Contracting Authority 0.05% of the overdue amount per day but not more than 5% of the contract price.
- 6.7. In the case of non-fulfillment or improper fulfillment of the obligations stipulated in the contract, if they can be considered a significant violation of the contract, the Contracting Authority has the right to unilaterally terminate the contract by notifying the Contractor in writing. Violation of the contract is considered significant, especially in the circumstances described in § 116 subsection 2 and § 647 of the LOA.
- 6.8. Contractual penalties and fines for delay must be paid within 14 days of receiving the corresponding claim. When paying for the work, the Contracting Authority has the right to set off the amount of the contractual penalty against the amount due under the contract.
- 6.9. Non-fulfillment or improper fulfillment of contractual obligations is not considered a violation of contract if it was caused by force majeure. The parties deem as force majeure unforeseen situations and events described in § 103, paragraph 2 of the Law of Obligations Act, which are beyond their control, or other events recognized by legal and judicial practice in Estonia as force majeure.
- 6.10. 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.
- 6.11. 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 contract were aware of the restrictions valid as of the deadline for submission of tenders, and all activities are planned, taking into account the current situation as of the deadline for submission of tenders. If additional restrictions are imposed that prevent the performance of the contract, the party has the right to rely on force majeure.

7. Delivery of notifications and authorized representatives

- 7.1. Notifications are generally delivered in a form that enables written reproduction. In the event that the delivery of the notice has significant legal consequences, the notifications to be delivered to the other party must be delivered in written form, including, for example, statements of termination of the contract by the parties, as well as a claim by one party to the other party, which is submitted as a result of a breach of the contract, etc.
- 7.2. The authorized representatives of the parties are:
 - 7.2.1. The authorized representative of the Contracting Authority is _____, phone _____, e-mail _____.
 - 7.2.2. The authorized representative of the Contracting Authority has the right to represent the Contracting Authority in all matters related to the performance of the contract, except for changes to the contract, unilateral extraordinary termination of the contract, and filing a claim for contractual penalty, fine for delay, or damages.
 - 7.2.3. The authorized representative of the Contractor is _____, phone _____, e-mail _____.

8. Confidentiality and data protection

- 8.1. The Contractor undertakes to ensure that its representatives, employees, contractual partners, and other persons whom it uses in the performance of its duties are aware of the obligation of confidentiality stipulated in the contract and to require the said persons to fulfill this obligation unconditionally and indefinitely.
- 8.2. Personal and security data, as well as other information marked accordingly and circumstances, the disclosure of which could harm the interests of the Contracting Authority, that became known to the Contractor or persons related to the Contractor during the performance of the contract are confidential. Making relevant information available to a third party by the Contractor or a person related to the Contractor is treated as a significant violation of the contract. On the basis of the contract, information about the Contracting Authority that has become known to the Contractor directly through the execution of the work is also considered confidential data. The Contractor does not have the right to publish or process this information in any other way.
- 8.3. The Contractor may disclose confidential information, including personal data, only to those persons to whom the corresponding right comes from legislation or to persons who need this information to fulfill contractual obligations and who have been informed that such information is confidential and are bound by confidentiality obligations. If personal data is disclosed to a person in order to fulfill contractual obligations, the Contractor is obliged to ensure that the person to whom personal data is disclosed complies with the personal data processing requirements stipulated in the contract and legislation.
- 8.4. Confidential information does not include information that is publicly known or whose disclosure obligation results from legislation, provided that such disclosure is carried out in the most limited way possible. The Contractor does not have the right to use confidential information for profit or for the benefit of third parties.
- 8.5. During the execution of the contract, the Contractor undertakes to ensure the legality of personal data processing and compliance with the requirements stipulated in the General Data Protection Regulation (EU 2016/679) and other data protection legislation, including organizational, physical and IT security measures to protect confidential data from accidental or intentional unauthorized modification, accidental destruction, intentional destruction, disclosure, etc.
- 8.6. Neither the Contractor nor the persons related to the Contractor have the right to make announcements to the press, media, public, or other audiences within the framework of the contract without the Contracting Authority's prior consent in a form enabling written reproduction. In case of media inquiries, the Contractor's response must be coordinated with the Contracting Authority.

9. Validity, modification, and termination of the contract

- 9.1. The contract enters into force upon signing by the parties and is valid until the obligations arising from the contract are fulfilled. The termination of the contract does not affect the fulfillment of such obligations, which, due to their nature, are valid even after the termination of the contract.
- 9.2. Neither party may transfer or otherwise assign the rights and obligations arising from the contract to a third party without the prior written consent of the other party.
- 9.3. The parties may amend the contract under the conditions set forth in Section 123(1) of the Public Procurement Act.
- 9.4. Due to objective needs, the Contracting Authority has the right to extend the validity of the contract and the work's term of performance up to three months.
- 9.5. The Contracting Authority has the right to terminate the contract early if there is a valid reason, especially if it does not have the financial means to fulfill the contract or the need for work disappears. The Contracting Authority shall notify the Contractor of this in writing at least 30 calendar days in advance.

10. Final Provisions

- 10.1. When executing the contract, the parties are guided by the legislation in force in the Republic of Estonia; in particular, the provisions of the Law of Obligations Act on the relevant type of contract apply to matters not regulated in the contract.
- 10.2. In the event that any provision of the contract turns out to be in conflict with legislation in force in Estonia, this does not affect the validity of the remaining provisions.
- 10.3. The Contractor is aware that the contract is public to the extent provided by the Public Information Act.
- 10.4. Disputes related to the contract, which the parties have not been able to resolve through negotiations, will be submitted to the Harju County Court for resolution.
- 10.5. *The parties sign the contract digitally // in 2 (two) identical copies with equal legal force, one of which is given to the Contracting Authority and the other to the Contractor. The date of conclusion of the contract is the date of the signature provided later.*

Contracting Authority

Contractor

Maret Maripuu
Director General