

PROCUREMENT CONTRACT2/35-24

Centre of Registers and Information Systems, registry code 70000310, located in Lubja 4, Tallinn 19081, Estonia, represented by director Rivo Reitmann on the basis of The Statutes of the Centre of Registers and Information Systems (hereinafter referred to as the Contracting Authority)

and

Jorge Filipe da Silva Gomes, registry code 07329862 0 ZY9 located in Lisbon, Portugal (hereinafter referred to as the Contractor),

hereinafter individually referred to as a 'Party' or collectively as the 'Parties', have entered this Procurement Contract (hereinafter 'Contract') in the following:

1. Object of the Contract

- 1.1 The object of the Contract is the provision of following service: a seminar titled "Team leadership training program," scheduled for 15.-18.10.2024. (hereinafter referred to as Service).
- 1.2 The Parties confirm that they will make every effort to achieve the objectives of the Contract under the conditions and to the extent established in this Contract and related legislation.

2. Price and payment terms

- 2.1 The contractual price is 5000 euros. The Contractor takes full and sole responsibility for fulfilling all obligations in respect of their personal tax liabilities, social security, fiscal or other charges in their state of residence and/or place of performance.
- 2.2 The contractual price is Contractor's only fee considering the Service and does not charge per diems, indirect fees or other fees related to the obligations stated in the Contract. Also, the Contractor is not entitled to additional copyright or other similar fees in connection with the patented or otherwise protected item or process used in the execution of the Contract.
- 2.3 If Service is not provided as stated in this Contract, the Contracting Authority has the right to submit a claim to the quality of the Service within 2 calendar days, considering the provision of the Service and demand the elimination of deficiencies in the Service or reduce the amount payable for the Service proportionally.
- 2.4 The Service shall be paid in the amount of the contractual price within 30 calendar days, considering the expiration of the claim submission deadline to the Contractor's bank account:

Bank name: Bankinter

Client name: PR.DR. JORGE FILIPE SILVA GOMES

IBAN: PT50 0269 0109 00200026851 31

BIC/SWIFT - Bank Identifier Code: BKBKPTPL

3. Intellectual property rights

- 3.1 By signing the Contract, the Contractor confirms that it owns the copyrights and other intellectual property rights necessary for the performance of the Contract, which are necessary for the provision of the Service and for the transfer of the result (work) if any made during the provision of the Service, and that there are no third-party claims against them.
- 3.2 The ownership of the result (work) developed based on the Contract and handed over to the Contracting Authority, as well as all the author's property rights and other intellectual

property rights, pass to the Contracting Authority after the Service has been provided. The Contractor also grants the Contracting Authority an exclusive license to personal copyrights. These rights are valid for the entire duration of the copyright and the territory of their validity is the whole world.

- 3.3 The Contracting Authority has the right to make changes, adaptations, processing in the output (work) and its individual parts, to copy, change, pass on (sublicense) the work without restriction, and to use and distribute the resulting work or to exercise other property and personal rights of the author in relation to the work and its parts.
- 3.4 The Contractor confirms that it has taken all measures to realize the author's personal rights in a way that does not prevent or complicate the use of the work and the exercise of the author's property rights by the Contracting Authority.

4. Confidentiality and public relations

- 4.1 The Parties will ensure the confidentiality of any information (including data, personal data, know-how) obtained from each other during pre-contractual negotiations and the performance of the Contract and will not pass it on or grant access to this information to third parties without the express written consent of the other Party.
- 4.2 The Contractor cannot engage in public relations in connection with the Contract nor provide information to the press, electronic media, public or other audience, except for upon the prior written consent of the other Party. It is only allowed to publish notifications, which have been coordinated with the other Party in advance.
- 4.3 The Contractor will also establish all the above-mentioned obligations to all third parties if used in the fulfilment of its contractual obligations.
- 4.4 Obligation's established in this section is for an indefinite period and is valid both during the performance of the Contract and after the termination of the Contract.

5. Liability of the Parties upon breaching the Contract

- 5.1 The Parties are liable for the non-performance or undue fulfilment of contractual obligations in accordance with the provisions specified in the legislation of the Republic of Estonia and in the Contract.
- 5.2 The total amount of contractual penalties on arrears may not exceed the contractual price, except for in the case if a Party has breached an obligation intentionally or because of gross negligence.

6. Force majeure

- 6.1 Non-performance or improper performance of obligations arising from the Contract will not be deemed a violation of the Contract if it was caused by force majeure. The parties will deem force majeure to be circumstances specified in § 103 (2) of the Law of Obligations Act.
- 6.2 A party, whose performance of its obligations under the Contract is prevented by force majeure, shall immediately notify the other party thereof in writing, together with evidence of all the following circumstances:
 - 6.2.1 the existence of an impediment to the proper performance of the obligation.
 - 6.2.2 the existence of an obstacle outside the party's control.
 - 6.2.3 unforeseeable nature of the circumstances.
 - 6.2.4 the inevitability and insurmountable nature of the circumstances.
- 6.3 Upon the emergence of force majeure circumstances, the end date of the Contract shall be extended by the time of the duration of the respective circumstances. When force majeure circumstances cease to exist, the party shall commence performing its contractual obligations. If, due to force majeure, the performance of the obligations of a party under the contract is prevented for more than 60 (sixty) calendar days, the other party may terminate the contract.

7. Miscellaneous

- 7.1 The Contract enters into force from the moment of signing thereof by both Parties and is valid until the fulfilment of contractual obligations.
- 7.2 The Contract may be amended upon written agreement between the Parties. Amendments enter into force after both parties have signed them or at any other time determined by the parties. If the written format obligation is not complied with, the amendments will be null and void.
- 7.3 The amendments described in clause § 123 (1) 1) of the Public Procurement Act will be agreed upon in a form that can be reproduced in writing by the representatives of the Contracting Authority and the Contractor.
- 7.4 The Contractors contacts (telephone 00351 939 435 315); email address jorgegomes@iseg.ulisboa.pt).
- 7.5 In the case of any misunderstandings or disputes regarding or deriving from the Contract and provided that both Parties have notified each other of the latter, the Parties will attempt to resolve the dispute or misunderstanding by negotiations.
- 7.6 If an agreement is not reached because of negotiations, disputes will be settled in Harju County Court.

Contracting Authority

Rivo Reitmann



Director

Contractor

Jorge Filipe da Silva Gomes

