

CONTRACT PROJECT ON MANDATE

The Social Insurance Board, registry code 70001975 (hereinafter referred to as the mandator), represented by the director general Maret Maripuu, based on the statutes and

_____, personal identification number _____ (hereinafter referred to as the mandatory), hereinafter referred to as the party or jointly the parties, have entered into this Contract (hereinafter referred to as the Contract) in the following:

1. The mandate and the deadlines for its execution

- 1.1. The Contract was signed as a result of the small procurement, **"Procurement of a training module on digital game addiction for MDFT therapists."**
- 1.2. The integral parts of the Contract are the underlying documents of the procurement, the offer of the mandatory, written notifications between the parties, and amendments and annexes to the Contract.
- 1.3. The Contract has the following appendices at the time of its conclusion:
 - 1.3.1. Annex 1 - Technical specifications
 - 1.3.2. Annex 2 - Tender
- 1.4. The mandatory undertakes to conduct contact training on the topic of digital game addiction for MDFT therapists and supervisors located in Estonia during the training organized by the client and virtual supervision during the period between the training sessions (hereinafter referred to as the order).
- 1.5. The first training module is expected to take place in the period between July and September 2024, and the follow-up training will take place presumably five months later for a total of at least 28 academic hours (ac/h).
- 1.6. Between the first module of the training and the follow-up training, the agreed virtual supervisions will take place (estimated twice per participant (2x1.5 hours (h), i.e., 3 hours in total)), a total of 24 hours, according to the actual virtual supervisions indicated.
- 1.7. The training takes place under measure 21.4.7.9 of the European Social Fund program. "Services aimed at children and families are of high quality and meet the needs of families" cost center 4.2.2." Supporting children and families" of the conditions for granting support (TAT). In the framework of the development of multidimensional family therapy ".
- 1.8. The training must be based on the public notification rules for the ESF period 2021-2027 Cohesion funds in the use of funds.

2. Rights and obligations of the mandatory

- 2.1. The mandatory has the right to receive the remuneration agreed in the Contract.
- 2.2. The mandatory is obliged to:
 - 2.2.1. provide the service in accordance with the Contract, applicable legislation, and instructions of the mandator;
 - 2.2.2. inform the mandator without delay of all circumstances that may prevent the execution of the order by the mandatory;
 - 2.2.3. 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;
 - 2.2.4. ensure the legality of personal data processing during the performance of the Contract and compliance with the requirements set forth in data protection legislation.

3. Rights and obligations of the mandator

- 3.1. The mandator has the right to:
 - 3.1.1. receive information related to the execution of the order;
 - 3.1.2. cancel the Contract at any time;

- 3.1.3. reduce the fee paid to the mandatary if the order does not meet the agreed requirements. In the event that the order has been executed improperly by the mandatary, the mandator submits their respective objections in writing together with the documents specified in clause 4.
- 3.2. The mandator is obliged to:
 - 3.2.1. inform the mandatary of all circumstances that may affect the performance of the order by the mandatary;
 - 3.2.2. pay the mandatary the fee agreed in the Contract;
 - 3.2.3. pay, upon termination of the Contract, for the services actually provided by the mandatary to the mandator at the time of the termination of the Contract.

4. Acceptance of the mandate and payment

- 4.1. The fee is paid in three parts in accordance with clause 2.2 of the Technical Specification and the parts described in clause 3 of the offer form:
 - 4.1.1. The first module of the training;
 - 4.1.2. Virtual supervisions
 - 4.1.3. Continuing education (the second module of the training).
- 4.2. Payment for clause 4.1.1 takes place on the basis of the invoice submitted for the first module of the training conducted under the Contract or on the basis of the handover-acceptance deed.
- 4.3. The prerequisite for payment of the fee for clause 4.1.2 is the submission by the mandator of the report indicated in the Technical Specification (Annex 2) clause 2.2.2.3 on the supervisions that actually took place. The payment is made on the basis of the invoice submitted for the approved report or the handover-acceptance deed.
- 4.4. Payment for clause 4.1.3 takes place on the basis of the invoice submitted for the continuing education module of the training conducted under the Contract or on the basis of the handover-acceptance deed.

5. Payment of fee

Legal person:

- 5.1. *On the basis of the e-invoice provided by the e-invoice operator, the mandator pays the mandatary to the bank account of the mandatary for the proper execution of the order in the amount **required to enter text** euros in the manner described in clause 4. The said fee is final, and it is considered to be used to cover the additional costs that may arise for the mandatary in performing the tasks arising from the mandate.*
- 5.2. *The mandatary, who is not registered in Estonia, can submit the invoice as an e-invoice through the pan-European electronic documents and e-invoicing network PEPPOL or in PDF format to the e-mail address of the mandator's authorized representative.*
- 5.3. *The payment term of the invoice must be at least 14 working days from the submission of the invoice.*

Natural person:

- 5.4. *The mandator pays the mandatary a fee in the gross amount of for the proper execution of the mandate [Click or tap here to enter text.](#) euros in the manner described in clause 4. The said fee is final, and it is considered to be used to cover the additional costs that may arise for the mandatary in performing the tasks arising from the mandate.*
- 5.5. *The mandator pays all taxes and payments arising from the law.*
- 5.6. *The mandator pays the fee to the mandatary's bank account within 14 (fourteen) calendar days after the parties have signed the document specified in point 4 of the Contract.*

6. Contact persons

- 6.1. The mandator's contact person for providing the mandatary with the necessary information, checking the quality of the execution of the mandate, and coordinating the documents

specified in clause 4 of the Contract is Kelly Ellison, telephone +372 5915 1809, e-mail kelli.ilisson@sotsiaalkindlustusamet.ee ;

- 6.2. The mandatary's contact person for providing the mandator with the necessary information and coordinating the documents specified in clause 4 of the Contract is _____ phone _____, e-mail _____.

7. Liability and force majeure

- 7.1. The mandatary is fully responsible for the mandator's property damage resulting from the mandatary's actions or omission, as well as from deficiencies in the provision of services.
- 7.2. The mandatary is responsible for any breach of Contract, especially if the mandatary has not fulfilled the Contract, the order has not been completed on time, or does not meet the requirements stipulated in the Contract, etc. If it is possible to claim a contractual penalty for the same breach on the basis of several provisions, or different legal remedies can be applied for the same breach, the customer will choose the legal remedy. Demanding a contractual penalty does not affect the right to additionally demand fulfillment of obligations and compensation for damages.
- 7.3. 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 5% of the value of the order for each breach if the order does not meet the terms of the Contract.
- 7.4. In case of non-compliance with the deadlines for the execution of the order or the deadline for the elimination of defects determined on the basis of the Contract, the mandator has the right to demand from the mandatary a contractual penalty of 0.5% of the cost of the order for each day of delay.
- 7.5. In the 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 it in a written statement. Breach of Contract is considered significant, especially in the circumstances described in § 116, subsection 2 and § 631 of the LOA.
- 7.6. In case of violation of the confidentiality obligation stipulated in clause 8 of the Contract, the mandator has the right to demand a contractual penalty of up to 2,000 euros from the mandatary and/or unilaterally cancel the Contract.
- 7.7. Non-fulfillment or improper fulfillment of obligations arising from the Contract is not considered a breach of the Contract if it was caused by circumstances that the parties could not influence, could not and should not have foreseen or prevented (force majeure, § 103 of the LOA).
- 7.8. The circumstances specified in clause 7.7 must be proven, and despite the unforeseen circumstances mentioned above, the parties are obliged to take measures to reduce the damage that may occur. If the impeding circumstance is temporary, the breach of the obligation is excusable only during the time when the circumstance prevented the fulfillment of the obligation.

8. Confidentiality and data protection

- 8.1. During the validity of the Contract and after the termination of the Contract for an unspecified period of time, the mandatary undertakes to keep confidential all data that has become known to them in connection with the execution of the Contract, in keeping confidential of which the mandator has a presumed legitimate interest.
- 8.2. Disclosure of confidential information to third parties is permitted only with the prior written consent of the mandator in a form that enables written 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 mandatary's global network, subcontractors, or service providers who are bound by the obligation of confidentiality, and in cases where the party is obliged to disclose information due to legislation.
- 8.3. The mandatary undertakes not to use confidential information for personal gain or for the benefit of third parties.

9. Final Provisions

- 9.1. The Contract enters into force upon signing by both parties. The Contract ends when the parties fulfill their contractual obligations or on another basis.
- 9.2. Amendments and additions to the agreement shall be formalized in writing and shall enter into force after their signing or on the deadline set by the parties in writing.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.

Mandator

Social Insurance Board
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(signed digitally)//signature

Mandatory

Name:
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Email:
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