**IT and Development Centre. Ministry of the Interior, Estonia**

# GENERAL TERMS AND CONDITIONS OF AUTHORISATION AGREEMENTS

1. **General provisions**
   1. The Contract consists of these General Terms and Conditions (hereinafter the *General Terms and Conditions*) and the Special Terms and Conditions (hereinafter the *Special Terms and Conditions*) and their annexes.
   2. The purpose of the contract is to regulate the legal relationships between the mandator (*customer*) and the mandatary (*executor*) on the basis of the contract.
   3. The language of performance of the contract is English, unless otherwise provided in the contract.
   4. The parties are independent in their activities and neither party is responsible for fulfilling the obligations assumed by the other party to third parties.
   5. The rights and obligations of the parties are based on the legislation in force in the Republic of Estonia and the contract together with its accompanying documents.
   6. The parties ensure and declare that, by concluding the contract, they have not violated any provision of the law, the articles of association or other legislation applicable to them or any obligations assumed by them under previously concluded contracts and agreements.
   7. The parties confirm and certify that:
      1. they have sufficient passive and active legal capacity (when the party is a natural person) prescribed by law to enter into a contract and to perform the obligations and exercise the rights arising from the contract;
      2. the signatories on their behalf to this contract and its Annexes have been given sufficient authority to conclude this contract in accordance with the articles of association, legislation and other relevant documents.
   8. Upon entry into the contract, all previous contracts and other agreements between the parties shall become invalid in so far as they are in conflict with the contract.

# Object of the Contract

The services provided by the mandatary are defined by the contract and its accompanying documents. The mandatary shall also be responsible for providing any services or performing any operations, including performing accessory obligations, which are not provided for in the contract but which, by their nature, form part of the services connected to the contract. Unless otherwise agreed, the latter shall not be remunerated separately and the mandatary shall provide these services, perform the works and operations within the time limits and for a fee specified in the contract.

# Obligations of the mandatary

The mandatary is obliged to:

* 1. provide the services at its own expense and responsibility diligently and at a professional level in accordance with the contract, legislation, standards and good morals in force in its activity or profession, and to provide these to the mandator or persons designated by it at the agreed time and in accordance with the agreed procedure. Unless otherwise agreed by the parties in a format that can be reproduced in writing, it is presumed that the mandatary who is a natural person provides the services provided for in the contract in person. The mandatary may use the assistance of third parties in the performance of its obligations, but may not transfer the performance to a third party, unless the parties have agreed otherwise, and the mandatary shall be liable for the acts and omissions of such third party. The involvement of third parties in the provision of services shall take place with the prior consent of the mandator in a format which can be reproduced in writing and provided that the agreements concluded with the parties involved do not conflict with the terms and conditions of the contract;
  2. perform the contract to the best advantage of the mandator and prevent damage to the mandator;
  3. act loyally to the mandator in the performance of the obligations arising from the contract, taking into account the interests of the mandator and to protect those interests;
  4. provide the mandator with information on the provision of the service in the form required by the mandator, including on the income and expenses related to the performance of the contract;
  5. take into account the instructions and proposals given by the mandator and co-operate with the persons indicated by the mandator. If the mandatary wishes to deviate from the instructions of the mandator, it undertakes to notify the mandator thereof in a form that can be reproduced in writing and to await the mandator's decision. If compliance with the mandator's instructions would be likely to have an adverse effect on the mandator, the mandatary may follow the mandator's instructions only after drawing the mandator's attention to the adverse effect and the mandator nevertheless does not amend the instructions. The mandatary undertakes to inform the mandator of all circumstances related to the performance of the obligations provided for in the contract, which may cause the mandator to change its instructions;
  6. immediately, but not later than within 2 (two) working days from the occurrence of the respective circumstances, notify the mandator in a format which can be reproduced in writing of the occurrence of circumstances that hinder the proper performance of mandatary's obligations, affect achieving of quality, the cost or have other adverse effects etc. on the performance of the contract. However, in the above cases, the fulfilment of the notification requirement does not automatically entitle the mandatary to exceed the deadlines of performance, not to comply with the quality requirements established for the services in the contract, etc. without the respective consent of the mandator provided in the same format as the contract;
  7. pay, at its own expense, all royalties and other fees of any nature, related to the performance of the contract, to third parties;
  8. enable the mandator or the mandator's contact person to control the volume and quality of performance of the contract, etc. at any time;
  9. issue to the mandator what it has received and created in connection with the performance of the contract (including the related rights), as well as what it received for the performance of the contract but which it did not use in the performance of the contract, documentation etc. The mandatary also undertakes to provide the mandator with information on the intellectual property rights of third parties in connection with the materials transferred (name, function in the provision of services, volume of rights, etc.) or the services provided under the contract;
  10. to perform other obligations related to the providing of the services and provided for in the contract and legislation;
  11. follow the procedure for the use of the premises of the mandator and other safety and security requirements and restrictions, which the mandator has introduced to the mandatary before or during the performance of the contract;
  12. ensure that the team member it involves is personally using the electronic access card allocated to him/her and thereby registering his/her movement on the mandator's premises, if the mandator has granted the team member access to the mandator's premises;
  13. ensure that the team member involved by the mandatary uses the access to the information systems provided to him/her by the mandator only personally and only for the proper performance of its contractual obligations. When using the means granted by the customer, the team member involved by the mandatary has no legitimate expectation of privacy and the mandator logs their activities in the equipment and systems;
  14. use the mandator's property provided by the mandator to the mandatary or a member of its team for use in the course of performance of the contract in a purposeful and prudent manner and ensure the protection and preservation of the property. The mandatary shall be financially liable for any damage caused to the mandator as a result of the intentional or negligent conduct of its team member;
  15. to perform other obligations related to the providing of the service and provided for in the contract and legislation.

# Rights of the mandatary

The mandatary has the right:

* 1. to demand the mandator to comply with the terms and conditions of the contract;
  2. to determine the time, place and manner of provision of the service, taking into account the contract, the instructions of the mandator, the specifics of the mandator's activities, needs, etc.;
  3. to receive remuneration from the mandator for the provision of services under the conditions and pursuant to the procedure provided for in the contract;
  4. to make proposals to the mandator regarding the provision of the services, submitting its reasons therefore in a format which can be reproduced in writing, which the mandator shall review and shall notify the mandatary of the decision on whether or not to consider the proposal;
  5. to demand the removal of unlawful obstacles to the provision of the services which depend on the mandator;
  6. to require the organization of meetings related to the provision of services, if this is unavoidable for the normal provision of services, compliance with deadlines and quality assurance. At the request of the mandatary described above, the mandator shall arrange a meeting within 2 (two) working days from the request submitted by the mandatary in a format that can be reproduced in writing.
  7. to exercise other rights provided for in the contract and legislation.

# Obligations of the mandator

The mandator is obliged to:

* 1. pay the mandatary remuneration for the provision of services under the conditions and pursuant to the procedure provided for in the contract;
  2. create the necessary conditions for the mandatary to provide the services in accordance with the provisions of the special terms and conditions;
  3. give instructions to the mandatary regarding the provision of the service, if the mandatary needs them and expresses a corresponding request;
  4. not to unreasonably obstruct the mandatary in provision of the services;
  5. accept the services duly provided by the mandatary under the contract;
  6. participate in the regular meetings related to the provision of services;
  7. perform other obligations provided for in the contract and legislation.

1. **Rights of the mandator**

The mandator has the right to:

* 1. to demand the mandatary to comply with the terms and conditions of the contract;
  2. instruct the mandatary for the provision of the services;
  3. to monitor at any time the volume, quality and other conditions of the provision of the service;
  4. reasonably refuse to approve the proposals submitted for approval by the mandatary;
  5. convene a meeting of the parties, notifying the mandatary thereof in a format that can be reproduced in writing 2 (two) working days in advance if possible;
  6. in addition to the cases provided by law, extend the term of performance of the contract by up to six months;
  7. in addition to the cases provided by law, to order additional services from the mandatary up to 30% of the initial total value of the contract on the basis of unit prices and to extend the term for performance of the contract accordingly;
  8. involve other state authorities in the performance of the contract on behalf of the mandator (especially in the role of the payer).

# Contract value

* 1. The contract value includes, inter alia, all costs incurred by the mandatary under the contract and remuneration for the copyright provided for in the contract (assignment of the author's property rights and granting of a right of use or license for personal rights), as well as all other costs incurred in providing the services.
  2. The mandator shall pay the mandatary for the services duly provided in accordance with the special terms and conditions, either after signing the instrument of delivery and receipt by the parties and receiving and approving the invoice based on it, or in the case of a mandatary who is a natural person, after signing the instrument of delivery and receipt by the parties.
  3. The payment term of the invoice must be at least 21 (twenty one) calendar days as of its receipt. If the contract value is paid to a mandatary who is a natural person, the performance of the contract shall be paid no later than on the 14th (fourteenth) calendar day after the signing of the instrument of delivery and receipt of works.
  4. If the mandatary is a company registered in Estonia, the mandatary will send the mandator an e-invoice in accordance with the Estonian e-invoice standard via the e-invoice operator Fitek AS (more detailed information at http://www.fitek.ee/). If the mandatary is not a company registered in Estonia, the mandatary will send the mandator an invoice in pdf format to the e-mail address arved@smit.ee. The e-invoice is considered received from the date of its receipt by Fitek AS.
  5. In addition to the information specified in the standard, the invoice must include the surname of the mandator's contact person, public procurement reference number (where relevant), procurement and framework agreement number (where relevant) and order reference number (where relevant) and external funding project identifier (in the case of an external funding contract).
  6. The invoice issued by the mandatary must clearly and unambiguously indicate the contract. An invoice that does not comply with the conditions set out in this clause and clause 7.5 shall not be payable. The deadline for payment of the invoice shall be twenty-one calendar days, unless resulting from the terms of the applicable external instruments and provided otherwise in the specific contract.
  7. If the parties have stipulated in the contract the maximum value of the contract, the parties shall consider this amount as indicative, i.e. if the contract is cancelled in accordance with the terms of the contract or the mandator has, at the time of expiry of the contract, placed orders under the contract in a smaller amount than the maximum value, the difference between the maximum value and the actual value shall not be paid or otherwise reimbursed to the mandatary.
  8. If the mandator has grounds to demand a contractual penalty and / or compensation for damages from the mandatary, the mandator has the right to deduct the contractual penalty and / or damages from the amount payable to the mandatary under the contract.
  9. If during the performance of the contract the need is revealed, based on the wishes of the mandator, for the provision of additional services or for the provision of services in a way that differs from the original agreement and involves a change in the volume of services, the change in the value of the contract shall be agreed between the parties in the same format as the contract is.
  10. If the provision of services does not meet the requirements set out in the contract, the mandator may unilaterally reduce the contract value, notifying the mandatary thereof in a format that can be reproduced in writing.

# Quality of services. Delivery and receipt

* 1. The quality of the services provided must meet at least the requirements set out in the contract and the requirements normally set for such services provided. The documents related to the provision of services, etc. must also meet these requirements.
  2. The delivery and receipt of the provided service shall take place in accordance with the special conditions, either by signing the instrument(s) of delivery and receipt by the parties or by approving the invoice by the mandator. The mandator has the right to refuse to accept non-compliant services, indicating the specific reasons for the refusal.
  3. The mandator has ten working days to check the compliance of the services submitted for receipt with the terms and conditions of the contract and to sign the instrument of delivery and receipt. The mandator may extend this period if the extension is justified.
  4. If the object of the contract is received by approval of the invoice, this must be stated in the special terms and conditions of the contract, in the order or in the proposal to submit a tender.
  5. If the mandator has not signed the instrument of delivery and receipt within the term specified in clause 8.3 or notified of the extension of the term, the object of the contract shall be deemed received and the calendar day following the expiry of the term provided in clause 8.3 shall be deemed the moment of receipt. The provisions of this clause shall not apply if the contract is not fully financed from the state budget (when using external funds).
  6. If the mandator discovers errors, deficiencies or other non-compliance with the terms and conditions of the contract in the object of the contract submitted for receipt, the mandatary shall be in breach of the contract and the breach shall be remedied in accordance with the mandator's respective instructions.
  7. The mandator has the right to refuse to receive the defective object of the contract, indicating the reasons for the refusal, or to receive the defective object of the contract, adding a list of defects or deficient works together with a deadline for removal of the defects into the instrument of delivery and receipt. By signing the instrument, the mandatary confirms that it is aware of the deadlines for the removal of defects and the performance of deficient works specified in the instrument and undertakes to comply with these deadlines. A separate instrument of delivery and receipt shall be drawn up for the removed defects.
  8. If the mandator has no claims regarding the object of the contract, the parties shall sign the instrument of delivery and receipt of the object of the contract.
  9. The mandatary shall hand over to the mandator, together with the instrument of delivery and receipt, the technical and other documentation required for the use and management of the contract object at the request of the mandator either on paper and / or electronic media (CD / DVD, etc.) and / or by e-mail or shall install it in the environment indicated by the mandator.
  10. If the object of the contract is IT development work and an instrument of delivery and receipt has not been signed for the transfer of the development work and clause 8.5 does not apply, the day, when the mandator has taken the work in its entirety into use in the production environment (live), shall be deemed to be the time of receipt of the development work. The provisions of this clause shall not apply if the contract is not fully financed from the state budget (when using external funds).
  11. The following principles apply to the recognition and settlement of hours worked:
      1. the team member involved by the mandatary undertakes to indicate in the mandator's task management system or in agreement with the mandator in another environment, next to the duties defined by the mandator, the number of working hours spent on its performance;
      2. Settlement for working hours takes place according to the number of working hours fixed in the administrative system and accepted by the mandator.
  12. Receipt of the object of the contract by the mandator does not release the mandatary from liability for deficiencies of the service or non-compliance in the performed service, not discovered during the delivery and receipt of the object of the contract, and the mandatary undertakes to eliminate at its own expense and within a reasonable time any errors or deficiencies present at the time of delivery of the object of the contract.
  13. If the mandatary does not agree with the existence of errors or deficiencies identified by the mandator when refusing to receive the object of the contract or when receiving it with the errors or defects, the mandator shall have the right to require an expert examination. In this case, the mandatary shall order an expert examination from a person agreed with the mandator to identify any defects or errors in the object of the contract referred to by the mandator. If, as a result of the examination, it appears that the refusal to receive the service has been unjustified, the mandator shall reimburse the mandatary for the costs of the examination, otherwise the costs of the examination shall be borne by the mandatary. If the examination reveals that the deficiencies or errors in the object of the contract referred to by the mandator were partially justified, the mandator shall reimburse the costs of the examination to the mandatary on a pro rata basis only in respect of those deficiencies or errors out of the total costs of the examination, which the expert has identified as missing.

# Liability of parties. Force majeure

* 1. Liability of the mandatary:
     1. The mandatary shall be liable for any breach of contract, in particular if the provision of services does not comply with the requirements agreed in the contract and its annexes. Among other things, the provision of services is considered non-compliant if the mandatary does not submit the required documentation upon delivery - receipt of the services, does not provide the services on time, fails to provide the mandator with information on the performance of the contract, etc.
     2. If the mandatary violates an obligation arising from the contract, the remedying of which is not possible, or when the mandator is not interested in remedying, the mandator has the right to demand from the mandatary a contractual penalty of 5% (five per cent) of the contract value for each breach. In the event of a material breach of the contract, the mandator has, in addition to the claim for contractual penalty, also the right to extraordinarily terminate the contract unilaterally.
     3. In the event that the mandatary breaches a contractual obligation which can be remedied, the mandator has the right to bring an action against the mandatary to remedy the breach (hereinafter precept), giving the mandatary a reasonable term to eliminate the violation (depending on the nature of the services, the circumstances of the violation, etc., but generally not more than 5 (five) working days). Making such a precept shall apply only to those obligations for which the mandator considers it reasonable, based on the nature of the obligation, and if it has an interest in remedying. If the mandatary fails to comply with the precept within the time allowed, the mandatary shall pay the mandator a contractual penalty of 0.5% of the contract value for each day of delay in remedying the breach, except in the cases provided for in clause 9.1.4, when the contractual penalty rate specified in the said clause applies. The mandator also has the right to extraordinarily terminate the contract unilaterally if the mandatary delays the elimination of the violation despite the precept of the principal. In the event of a material breach, the mandator need not give the mandatary an additional time period in which to remedy the breach and may extraordinarily terminate the contract unilaterally in the event of a material breach.
     4. If the mandatary delays the provision or delivery of services beyond the deadlines agreed in the contract, the mandator has the right to demand from the mandatary a contractual penalty of 1% (one percent) of the cost of services not provided for each day of delay and extraordinarily terminate the contract unilaterally.
     5. The mandatary undertakes to reimburse all costs and damages incurred by the mandator in connection with the improper provision of the services provided by the mandatary.
     6. Failure to comply with the obligations arising from clause 12 is a material breach of contract and the mandator has the right to extraordinarily terminate the contract unilaterally and demand a contractual penalty of 5% (five percent) of the contract value for each breach. Upon termination of the contract under this clause, the mandator shall pay the mandatary only for the part of the services actually provided, if the mandator has an interest in that part.
     7. Extraordinary unilateral termination of the contract does not deprive the mandator of the right to demand contractual penalty and compensation for damage from the mandatary. If the contract allows for the imposition of a contractual penalty for the same violation on the basis of several provisions, the mandator has the right to decide on the basis of which provision it requests a contractual penalty.
     8. The mandator has the right to reduce the contract value by the amount of the contractual penalty when paying for the services. The contractual penalties provided for in the contract have been agreed to enforce the obligations and the demand for the contractual penalty does not affect the right of the mandator to additionally demand the performance of the obligation and compensation for damage from the mandatary.
     9. If the mandator delays the performance of the financial obligations set out in the contract, the mandatary shall be entitled to charge the mandator interest at the rate of 0.05% (zero point zero five per cent) per day on the overdue amount, but not more than 5% (five per cent) of the contract value.
  2. Non-performance or improper performance of the obligations arising from the contract shall not be deemed a breach of contract if it was caused by force majeure. If due to force majeure circumstances the performance of the obligations arising from the contract of the party is prevented for more than 60 (sixty) calendar days in a row, either party may terminate the contract.
  3. The total liability of the parties in the performance of the contract is limited to the total value of the contract, except in case of intentional or gross negligence breach of the confidentiality obligation.

# Transmission of notifications and contact persons

* 1. Notifications are generally transmitted by telephone, e-mail or mail. If the transmission of a notification has significant legal consequences, notifications to the other party must be given in writing, including, for example, the parties' applications for termination of the contract, as well as the party's claim to the other party that is submitted due to breach of contract, etc.
  2. Notifications related to the contract shall be forwarded to the other party using the contact details specified in the contract. A party is obliged to immediately inform the other party of any change in contact information. If a party has changed its contact details during the term of the contract and has not informed the other party thereof in a format that can be reproduced in writing, the notification shall be deemed to have been received by the party if it has been sent using the most recent contact details provided by the party.
  3. A written notification shall be deemed to have been received by a party if it has been handed over against a signature or if the notification has been sent by registered post by the postal authority to the address notified by the party and 5 (five) calendar days have passed since posting. In the case of sending by e-mail, including digitally signed documents, the notification shall be deemed to have been received at the time indicated in the notice of arrival or at the time of sending indicated in the e-mail.
  4. The contact persons of the parties are appointed in the special conditions of the contract. The contact person of the mandator has the right to represent the mandator in all matters related to the performance of the contract, except for amendment of the contract (including increase of the volume of the contract, significant change of the object or term of the contract, etc.), unilateral extraordinary termination of the contract and submission of a claim for contractual penalty, interest on arrears or compensation for damages.

# Right of ownership. Copyright. Preservation of documents and information

# Any results of provision of the services and the transferable intellectual property rights related thereto, including all proprietary rights of the author (hereinafter "rights") created under the contract by the mandatary or acquired by the mandatary from third parties and received and paid for by the mandator under the contract, shall upon receipt of the object of the contract for the fee provided for in the contract, be transferred in full to the mandator. For the intellectual property rights applicable to the object of the contract, which by their nature are not transferable, including the author's personal rights, the mandatary shall grant to the mandator from the delivery of the object of the contract an irrevocable exclusive license valid for the entire term of the copyright. After receipt of the object of the contract, the mandator has the right to decide, among other things, the circumstances related to the use of the object of the contract, including to decide the method of publishing the object of the contract, the start time and conditions of use of the object of the contract, make changes, additions and corrections to the object of the contract or in the work that is the object of the contract, in their titles or pseudonym designation, add to the object of the contract or to the work that is the object of the contract, the works of other persons, and the right to contest distortions of the object of the contract, distortions of its titles and pseudonym designation and to challenge the injurious assessment made of them, and to demand termination of the object of the contract (exclusive license with sub-licensing right). The mandatary undertakes to ensure that it has all the rights to transfer the proprietary rights and to grant an exclusive license in respect of personal rights in the manner described above.

# The manner or territory of use of the object of the contract is not limited, i.e. they may be used in any way (including in the Internet environment) and worldwide.

* 1. The mandatary shall not, without the prior written consent of the mandator, be entitled to use the object of the contract or the work that is the object of the contract or any part or right of it with its own meaning.
  2. The information collected by the mandatary under the contract or its processing shall be the property of the mandator and, in the event of expiry of the contract or at the request of the mandator, the mandatary shall immediately transfer to the mandator all such information in its possession. The mandator also has the right of ownership of the media on which the object of the contract or the accompanying documents thereto are reproduced.
  3. All projects, plans, drawings, specifications and other documents created under the contract by the mandatary in any form and content or placed in the possession or control of the mandator during the provision of the services under the contract, shall be considered the property of the mandator. Unless the parties agree otherwise, the mandatary shall, at the expiry of the contract or at the request of the mandator, immediately return to the mandator, at its own expense, all documents, other media and technical equipment in its possession and referred to above.
  4. If a third party prevents the mandator of using or infringes the mandators right to exercise its intellectual property rights under the contract, the mandator shall inform the mandatary thereof, who shall immediately take all necessary measures to enable the contractual rights to be exercised and to bring the infringement of the rights of the mandator to an end. If the mandatary takes such measures, the mandator shall cooperate with it to the extent necessary.
  5. If a claim is made against the mandator due to copyright infringement during the provision of the services, the mandatary shall be liable for the damage caused to the mandator.

# Confidentiality

* 1. The mandatary undertakes to keep confidential, for the duration of the contract and for an indefinite period after its expiry, all information which has come to its notice in connection with the performance of the contract. In particular, but not limited to, the mandatary undertakes to keep confidential the information contained in the contract, the documents handed over for performance of the contract and other documents the content of which the mandatary has had access to in performance of the contract, in addition to aforementioned any other information, which the mandator is presumed to have a legitimate interest in keeping confidential.
  2. Disclosure of confidential information to third parties is permitted only with the consent of the mandator, which has been provided in a format that can be reproduced in writing. The confidentiality requirement provided for in the contract does not extend to the disclosure of information to the parties' auditors, lawyers, banks and in cases where the party is required to disclose information pursuant to legislation. The mandatary is aware that the contract is public to the extent provided by the Public Information Act.
  3. The mandatary undertakes to comply with organizational, physical and IT security measures to protect confidential data against accidental or deliberate unauthorized alteration, accidental destruction, deliberate destruction, disclosure, etc.
  4. The mandatary undertakes not to use the confidential information in any way for personal gain or for the benefit of third parties.
  5. The mandatary undertakes, inter alia, to ensure that its representative(s), employees, contractual partners and other persons whom it uses in the performance of its duties are aware of the obligation of confidentiality laid down in this contract and to require such persons to fulfil that obligation unconditionally and indefinitely.

1. **Transfer of claims and obligations and cancellation of the contract**
   1. The mandator shall have the right to cancel the contract at any time, regardless of the reason, by giving the mandatary at least sixty calendar days' notice. The mandator also has this right if the parties have agreed on a fixed-term contract. In the event of cancellation of the contract under this clause, the mandator undertakes to pay the mandatary for the services actually provided at the time of cancellation, other amounts are not reimbursable.
   2. A party has the right to terminate the contract unilaterally before the prescribed time, by giving prior notice, if:
      1. the other party has breached the contract and has not remedied the breach within a reasonable time specified by the party; or
      2. it is a material breach of contract; or
      3. the breach is repeated.
   3. In the event of cancellation of the contract due to the fault of the mandator, the mandatary shall be entitled to claim payment only for those services actually provided or results delivered at the time of end of the contract, which the mandator can actually use.
   4. In addition to what is provided elsewhere, a party has the right to terminate the contract at any time if:
      1. the performance of the contract has been impeded by force majeure and that effect has suspended the performance of the contract for more than 60 calendar days; or
      2. bankruptcy proceedings have been instituted against the other party, bankruptcy has been declared or its assets have been seized or its financial situation has, in the reasonable opinion of the other party, significantly deteriorated and this deterioration makes the proper performance of the contract unlikely.
   5. The mandator undertakes to settle according to the expiry of the contract within two months from the moment of expiry of the contract.
   6. The rights and obligations which, by their nature, do not depend on the validity of the contract, shall remain in force after the expiry of the contract.

# Final provisions

* 1. The contract enters into force upon signing by the parties and is valid until the realization of the rights and fulfilment of the obligations arising from the contract. The terms and conditions of the contract may be amended only by a written or digitally signed agreement between the parties.
  2. The parties may extraordinarily terminate the contract unilaterally and use other legal remedies etc. in addition to the provisions of the contract in cases and pursuant to the procedure provided by law.
  3. The expiry of the contract does not affect the fulfilment of such obligations which, by their nature, remain in force also after the expiry of the contract (e.g. confidentiality obligation, agreements on intellectual property rights for object of the contract, etc.).
  4. The parties have agreed that the parties have the right to transfer the rights and obligations arising from and related to the contract to third parties only with the prior consent of the other party in a format that can be reproduced in writing. The transfer of rights and obligations to a third party within the meaning of this provision shall not include the transfer by the mandator of rights and obligations arising out of or in connection with the contract to another state authority or to a state company.
  5. The contract is governed by the law of the Republic of Estonia. If any provision of the contract proves to be in conflict with the legislation in force in the Republic of Estonia, it shall not affect the validity of the remaining provisions. If in the described case these are mandatory provisions, which cannot be agreed otherwise, the provisions that are in conflict with the law shall be brought into conformity with the applicable regulations as soon as possible.
  6. If the documents of the contract are in conflict with each other, the following order of priority shall be followed: 1) the contract; 2) general terms and conditions; 3) other contract documents. In the event of a conflict between the procurement contract and the framework contract, the provisions of the procurement contract shall prevail.
  7. Disputes related to the contract, which the parties have not been able to resolve through negotiations, will be referred to the Harju County Court for resolution.
  8. The general terms and conditions are compiled on 9 (nine) pages.