



**AGREEMENT ON THE PURCHASE AND SALE OF SERVICES NO.
SPECIAL CONDITIONS OF THE AGREEMENT**

[Click or tap here to enter text.](#), represented by [Click or tap here to enter text.](#), acting according to [Click or tap here to enter text.](#) (hereinafter - **the Buyer**),

and

[Click or tap here to enter text.](#), represented by [Click or tap here to enter text.](#), acting according to [Click or tap here to enter text.](#) (hereinafter - **the Supplier**),

on the basis of the proposal submitted by the Supplier and the results of the Procurement, have entered into the following Sale and Purchase Agreement (hereinafter - **the Agreement**). The Buyer and the Supplier jointly hereinafter referred to as - **the Parties** and any of them separately as - **a Party**.

1. Subject matter of the Agreement and Procurement details	
1.1. The Supplier undertakes to provide the Buyer with the services specified in the Supplier's proposal, which meet the requirements of the Technical Specification (hereinafter - the Services), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services provided and pay for them in accordance with the procedure and terms specified in the Agreement.	
1.2. Subject matter of the Agreement (Name of the Procurement): National financial and economic analysis, Lithuania's section of Nordic-Baltic Hydrogen Corridor (NBHC).	
1.3. Method and number of Procurement: open call for tenders, No.	
2. The price of the Agreement and payment procedures	
2.1. Method of calculating the Agreement price: fixed price.	
2.2. Agreement price is the price specified in the Supplier's proposal:	<p>Click or tap here to enter text. EUR excluding VAT</p> <p>Click or tap here to enter text. VAT</p> <p>Click or tap here to enter text. EUR including VAT</p>
2.3. Payments for the provided Services shall be made after proper completion and acceptance by the Buyer (upon signing the Acceptance-Handover Act) of the results of the Service specified below, in the following stages:	
2.3.1. 40 (forty) percent of the Payment (amounting to [AMOUNT] EUR (in words: [AMOUNT IN WORDS] euro)) shall be paid in 30 (thirty) calendar days from the receipt of a properly issued invoice following the acceptance of the Interim Report as specified in Section 5 a. of the Technical Specification;	
2.3.2. The remaining 60 (sixty) percent part of the Payment (amounting to [AMOUNT] EUR (in words: [AMOUNT IN WORDS] euro)) shall be paid in 30 (thirty) calendar days after the acceptance of the Final Report, as specified in Section 5 of the Technical Specification, and other prepared documents provided in the Technical Specification, as specified in Section 5 of the Technical Specification.	
2.4. The Buyer must sign the Handover-Acceptance Act within 10 (calendar) days from the receipt of the documents specified in Section 2.3.1 and 2.3.2. or submit reasoned comments in writing. If the Buyer does not submit comments within this period, the result is considered accepted.	
2.5. An invoice may be issued only after the Acceptance-Handover Act or the Acceptance-Handover Act has entered into force (if the Buyer has not submitted comments within the specified period).	
3. Entry into force of the Agreement, Duration/Terms of Service Provision, Extension of the Agreement	
3.1. Additional conditions for entry into force of the Agreement: not applicable.	
3.2. The Supplier shall provide the Services no later than within 175 calendar days from the date of entry into force of the Agreement.	
4. Sub-supplying	
4.1. Direct payment option with sub-suppliers is foreseen, the draft tripartite agreement is enclosed.	

5. Performance bond secured by a bank guarantee or written surety
5.1. Performance bond secured by a bank guarantee or written surety: does not apply
6. Penalties (fines/default interest)
6.1. <i>Point 1.4.7 of the General Conditions of the Contract is amended as follows:</i> In case the Supplier delays the fulfilment of the Services on time, a penalty of 0.02% of the Agreement price (excluding VAT) shall be charged for each calendar day of delay.
7. Other terms of the Agreement
7.1. Requirements for compliance with the Law on the Protection of Objects of Importance to Ensuring National Security: 7.1.1. <u>Applicable if a transaction (Agreement) check is performed:</u> In cases where the Buyer applies to the Commission for the Coordination of the Protection of Objects Important to National Security (hereinafter - the Commission) for verification of the transaction's compliance with national security interests, and the Commission and/or the Government of the Republic of Lithuania impose additional obligations/recommendations, the Supplier undertakes to comply with them. Obligations/recommendations: <i>[to be completed upon receipt of obligations/recommendations from the Commission and/or the Government of the Republic of Lithuania]</i>
7.2. Clause 4.3.1 of the General Conditions of the Contract is amended as follows: The Agreement may be terminated in cases specified in Article 89 of the Law on Public Procurement and in the Agreement, including the option of terminating the Agreement by mutual consent of the Parties.
7.3. <i>Clause 1.5.2 of the General Conditions of the Contract is amended as follows:</i> The Supplier undertakes to ensure that the Services will be provided specifically by the specialists indicated in the Supplier's proposal and for whom cost-effectiveness assessment criterion points were awarded based on economically advantageous evaluation criteria. These specialists are considered essential to the execution of the Agreement. Replacement of specialists is permitted only with prior written agreement from the Buyer, provided that the substitute specialists have qualifications and professional experience equal to or better than those of the specialists specified in the proposal, for whom quality points were awarded. Replacing specialists without prior approval constitutes a breach of the Agreement. If it is determined that services are being provided by specialists other than those specified in the proposal, the Supplier must immediately, but no later than within 5 (five) days of receiving notice from the Buyer, correct the violation—specifically, terminate the unauthorized specialist's participation and ensure the resumption of work by the originally proposed or properly approved specialist. For each such breach, the Supplier will incur a penalty of EUR 1,000, regardless of the actual quality or extent of the services provided. If the same unauthorized replacement of specialists occurs a second time, this shall be considered a material breach of the Agreement, entitling the Buyer to unilaterally terminate the Agreement due to the Supplier's fault under Article 6.217 of the Civil Code.
7.4. If the Supplier fails to deliver all services stipulated in the Agreement in 175 calendar days from the Agreements entry into force as defined in the Technical Specification, and this delay exceeds 30 (thirty) calendar days beyond this date, such delay shall be considered a material breach of the Agreement. Delay shall not be considered a material breach of the Contract if it results from the Buyer's failure to provide data in a timely manner, as specified in Clause 8 of the Technical Specification, which prevents the Supplier from delivering the services within the timeframe set out in this clause. If the Supplier identifies that the data specified in Clause 8.3 of the Technical Specification is missing, they must notify the Buyer in writing within five (5) days from the date of such identification, specifying the missing data. The deadline shall be suspended from the date the Supplier's notice is received until the date the Buyer provides all the missing data. The Contract performance deadline shall be extended by the number of calendar days the suspension lasted.
<i>Clause 5.2.1 of the General Terms and Conditions of the Agreement is amended to:</i> All results created during the execution of the Agreement (reports, presentations, calculation files, sets of assumptions, and final conclusions), along with the intellectual property rights to them, shall become the property of the Buyer from the moment of their transfer and acceptance. The Buyer has the right to use, publish, transfer, or otherwise dispose of these results at their discretion without separate consent from the Supplier. Knowledge, documents, methodologies, models, software, and other intellectual outputs that existed prior to the conclusion of the Agreement or were created independently of its execution shall remain the exclusive property of the Party that originally owned them. No software licenses or ownership rights to the software used are transferred under this Contract. If special software is required to review the results, the Supplier shall identify it and ensure that the Buyer can view the submitted results. However, the software itself shall not be transferred to the Buyer.
8. Price (rate) conversion
8.1. Chapter not applicable.
9. Annexes
1. Technical Specification 2. General Conditions of the Agreement. 3. Supplier's proposal form.

- 4. Draft tripartite agreement.
- 5. Confidentiality obligation
- 6. Project list form for economic evaluation.

Note: Procurement documents, their revisions and explanations, are published at [Click or tap here to enter text.](#)

10. Responsible persons

10.1. The Parties shall designate the following responsible persons to deal with matters relating to the performance of the Agreement, who shall have the right to sign letters arising out of the performance of the Agreement, but shall not have the right to modify and/or amend the terms of the Agreement (except where such persons are authorised to do so):

Buyer's responsible person:

Position, name, surname

Telephone

E-mail

Supplier's responsible person:

Position, name, surname

Telephone

E-mail

10.2. The person appointed by the Buyer shall be responsible for making the Agreement and amendments thereto public: [Click or tap here to enter text.](#)

BUYER

Address: Laisvės pr. 10, Vilnius LT-04215
Company code: 303090867
VAT code: LT100007844014
Bank account No. LT71 7044 0600 0790 5969
Bank: AB SEB bank
Bank code: 70440
Tel. No. +370 5 236 0855
E-mail: info@ambergrid.lt

[name, surname]
[Position]

SUPPLIER

Address:
Company code:
VAT code:
Invoice No.
Bank:
Bank code:
Tel. No.
Email:

[name, surname]
[Position]

Date to be indicated when the agreement is not signed by e-signature

___/___/20___

___/___/20___