Annex 3
to the Conditions of Procurement

CONTRACT No _____

PUBLIC PROCUREMENT CONTRACT FOR THE INSTALLATION, MAINTENANCE, AND DISMANTLING OF AN ART INSTALLATION

_____, 2026
Brussels

Contracting Authority – Permanent Representation of Lithuania to the European Union, institution code 188613242, registered at the address: Rue Belliard 41-43, 1040 Brussels, the Kingdom of Belgium, represented by _____, acting under the authority granted by applicable legislation,

and

Supplier – _____, company code _____, registered at the address: _____, represented by _____, acting under _____,

hereinafter jointly referred to in this public service procurement contract as the "Parties", and each individually as a "Party",

have concluded this Contract for the provision of **the assembly, maintenance, and dismantling of an art installation (hereinafter – the "Contract")** and have agreed as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Supplier shall provide the Contracting Authority with services for the assembly, maintenance, periodic dismantling/re-assembly and final dismantling of an art installation (hereinafter – the "Installation") at the Justus Lipsius building of the General Secretariat of the Council of the European Union, located at Rue de la Loi 175, 1048 Brussels, Kingdom of Belgium (hereinafter – the **"Services"**), and the Contracting Authority shall accept the Services duly provided and pay for them in accordance with the terms of this Contract.

1.2. The scope of the Services and the applicable requirements are set out in the following documents, which form an integral part of this Contract: Annex No. 1 – "Technical Specification" (hereinafter – the „Technical Specification"), and Annex No. 2 – "Supplier's Tender" (hereinafter – the "Supplier's Tender").

1.3. The Supplier shall provide the Services in accordance with this Contract, the Technical Specification, the Supplier's Tender and the applicable legal requirements. The Supplier shall ensure that the Services are provided with due professional care, within the agreed time limits and in accordance with the quality requirements set out in this Contract and Technical Specification. The Supplier shall be liable for the proper performance of this Contract and for any deficiencies in the provision of the Services.

2. PRICE AND PRICING

2.1. The pricing method applicable to Contract is a fixed unit rate specified in the Annex No. 2 (Supplier's Tender).

2.2. The Initial Contract Value is (*amount in figures*) EUR (*amount in words*) excluding value added tax (hereinafter – VAT). The Contract Price is (amount in figures) EUR (amount in words) including VAT. Initial Contract value is equal to the price of the successful Suplier's Tender, excluding VAT, calculated by multiplying the maximum quantity of services by the unit prices proposed by the successful tenderer, excluding VAT.

2.3. The fixed unit rates indicated in Annex No. 2 (Supplier's Tender) shall cover all costs and expenses incurred by the Supplier in connection with the provision of the Services, including, but not limited to, personnel, materials, machinery, equipment, tools, devices, transport, the costs of obtaining any certificates required under this Contract, Technical Specification or applicable legislation, and any other costs necessary for the proper provision of the Services, all applicable taxes, duties, fees, insurance premiums and any other related charges.

2.4. The Contracting Authority undertakes to procure the Services specified in clauses 4.1.1–4.1.2 of the Supplier's Tender. All other Services specified shall be procured in accordance with the Contracting Authority's actual needs. The Contracting Authority is not obliged to purchase the full quantity of Services specified in the procurement documents or to pay the full Initial Contract value specified in Article 2.2 of the Contract.

2.5. The Contracting Authority shall pay only for the Services actually ordered and duly provided under this Contract.

2.6. If necessary, the Contracting Authority may procure Services that are not specified in the list of Services, set out in the Supplier's Tender and the Technical Specification but are related to the subject matter of the procurement, provided that the total value of such services does not exceed 10 (ten) per cent of the Initial Contract Value. The price of any such Services shall not exceed the applicable prices published by the Supplier at its point of sale, in its catalogue or on its website on the date of the relevant order. If no such prices are published, the Services shall be provided at competitive prices proposed by the Supplier that are in line with prevailing market conditions.

3. VALIDITY AND PERFORMANCE OF THE CONTRACT

3.1. This Contract shall enter into force on the date of its signature by both Parties and shall remain in effect until the full performance of the Parties' contractual obligations or until its earlier termination on the grounds set out in this Contract or in accordance with the laws of the Republic of Lithuania.

3.2. The Services shall be provided during the period of Lithuania's Presidency of the Council of the European Union (January–June 2027) (hereinafter – the "Presidency") in accordance with the timeframes for the provision of individual Services specified in the Technical Specification.

3.3. The Services shall be provided in accordance with this Contract, the Technical Specification and the Supplier's Tender. The initial assembly of the Installation shall take place in January 2027, and its final dismantling of the Installation shall be completed by 30 June 2027.

3.4. The Parties shall perform their obligations under this Contract in accordance with the procedure and requirements set out in this Contract and the Technical Specification.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Rights of the Contracting Authority

The Contracting Authority shall have the right to:

4.1.1. to submit orders for the Services in accordance with the procedure set out in this Contract and Technical Specification;

4.1.2. monitor and verify the performance and quality of the Services and require the Supplier to remedy any deficiencies identified during the performance of this Contract;

4.1.3. refuse to accept the Services where they do not comply with this Contract, the Technical Specification or the Supplier's Tender;

4.1.4. amend or cancel orders in accordance with this Contract and the Technical Specification;

4.1.5. exercise all other rights provided for in this Contract, its Annexes and the applicable legal requirements.

4.2. Obligations of the Contracting Authority

The Contracting Authority shall:

4.2.1. appoint the person responsible for the administration of this Contract;

4.2.2. cooperate with the Supplier and provide the information reasonably necessary for the proper performance of this Contract;

4.2.3. review the documents submitted by the Supplier and accept the Services where they have been duly provided in accordance with this Contract;

4.2.4. pay for the dully provided Services in accordance with this Contract;

4.2.5. upon receipt of the information on the Supplier’s personnel and vehicles provided in accordance with this Contract and the Technical Specification, request the General Secretariat of the Council to issue the required access badges.

4.2.6. fulfil all other obligations arising from this Contract and its Annexes.

4.3. Rights of the Supplier

The Supplier shall have the right to:

4.3.1. receive from the Contracting Authority all information reasonably necessary for the proper performance of this Contract;

4.3.2. receive payment for the Services duly provided in accordance with this Contract;

4.3.3. exercise all other rights provided for in this Contract, its Annexes and the applicable legal requirements.

4.4. Obligations of the Supplier

The Supplier shall:

4.4.1. appoint the contact person(s) responsible for the coordination and performance of this Contract;

4.4.2. provide the Services in full compliance with this Contract, the Technical Specification, the Supplier's Tender and the applicable legal requirements;

4.4.3. ensure that the Services are provided with due professional care, within the agreed time limits and in accordance with the quality requirements set out in this Contract, the Technical Specification;

4.4.4. immediately notify the Contracting Authority in writing of any circumstances under which proper provision of the Services is or may be interrupted, delayed, or otherwise affected, and take all necessary measures to eliminate without delay any deficiencies or disruptions caused by the fault or negligence of the Supplier.

4.4.5. submit all documents required under this Contract, including, but not limited to, the Stability Certificate issued by an independent third party, as defined in the Technical Specification, the required insurance certificates, and VAT invoices within the time limits specified in this Contract and the Technical Specification;

4.4.6. at least 10 (ten) working days before commencing the provision of the Services, provide a list of its personnel and vehicles requiring access to the Justus Lipsius premises for the provision of the Services, together with the information required by the General Secretariat of the Council for the issuance of access badges (surname, first name, nationality, identity card or passport number, date of birth, vehicle type and registration number). Any changes to the list, including the replacement of existing personnel or vehicles or the addition of personnel or vehicles) shall be notified at least 7 (seven) working days before the relevant person or vehicle is due to enter the

Premises. The Supplier shall bear the consequences of any delay resulting from the failure to register personnel or vehicles in a timely manner. If, due to the requirements imposed by the General Secretariat of the Council, an access badge cannot be issued to a member of the Supplier's personnel or access cannot be authorised for a Supplier's vehicle, the Supplier shall, without undue delay, replace the relevant person or vehicle with a suitable alternative that meets the applicable access requirements;

4.4.7. promptly remedy any deficiencies in the Services identified by the Contracting Authority or the third party issuing the Stability Certificate, in accordance with the time limits set out in the Technical Specification;

4.4.8. ensure the confidentiality of all information obtained during the performance of this Contract and process personal data in accordance with the applicable legal requirements;

4.4.9. not to use the Contracting Authority's name, logo or other identifying marks in any advertising, marketing materials or public statements, without the Contracting Authority's prior written consent;

4.4.10. not transfer or otherwise delegate to any third parties any rights or obligations under this Contract without the Contracting Authority's prior written consent and remain fully responsible and liable for proper performance of all obligations assumed under the Contract, regardless of whether third parties are engaged in its execution;

4.4.11. fulfil all other obligations arising from this Contract and its Annexes.

4.5. Each Party shall promptly notify the other Party of any event or circumstance which may materially affect the performance of this Contract and shall take all reasonable measures within its control to mitigate the effects of such event or circumstance.

4.6. Safety and Insurance

4.6.1. The Contracting Authority (or the author of the Installation) shall be responsible for insuring the artwork itself against loss of or damage to the Installation as a property.

4.6.2. The Supplier shall be fully responsible for the health and safety of its employees, staff and subcontractors during the performance of the Services, including the loading and unloading, assembly, maintenance, reassembly and dismantling of the Installation. The Supplier shall take all necessary measures to prevent accidents and injuries, maintain, at its own expense, appropriate insurance coverage for its employees, staff and subcontractors against accidents and injuries arising during the performance of the Services, and ensure that all work is carried out in compliance with applicable occupational health and safety requirements applicable at the premises where the Services are performed.

4.6.3. The Supplier shall be responsible for taking all necessary measures to protect the premises of Justus Lipsius, the Installation, any other property and all persons from harm arising out of or in connection with the provision of the Services. The Supplier shall maintain, at its own expense, valid public liability insurance covering its liability for personal injury, loss of or damage to property, including the Installation and the premises of Justus Lipsius, arising out of or in connection with the provision of the Services, with a minimum limit of indemnity of EUR 500,000 per occurrence. The insurance required under this Contract shall be maintained throughout the entire duration of the Services, and the Supplier shall provide the Contracting Authority with a copy of the insurance certificate prior to the commencement of the Services. The existence of such insurance shall not exclude the Supplier's liability or relieve the Supplier of its obligation to compensate for any damage in accordance with this Contract and applicable law, including any damage exceeding the insurance coverage or not covered thereunder.

5. ORDERING, ACCEPTANCE AND PAYMENT FOR THE SERVICES

5.1. Services shall be ordered by submitting a notice by email to the contact person, responsible for the coordination, specifying the description of the Services, the applicable time limits and any additional information required.

5.2. The Supplier shall provide the Services in accordance with the time limits specified in the Technical Specification.

5.3. The Supplier shall notify the Contracting Authority by e-mail at least 1 (one) day prior to the planned completion of any Services specified in Clauses 4.1.1-4.1.3 of the Supplier's Tender and shall request their inspection and acceptance.

5.4. Upon completion of each ordered Service specified in Clauses 4.1.1-4.1.3 of the Supplier's Tender, the Parties shall sign a Delivery-Acceptance Certificate, in the form set out in Annex No. 3 to this Contract (hereinafter – Delivery-Acceptance Certificate), confirming the proper completion thereof. Where any defects or deficiencies are identified, the Supplier shall remedy them without delay and, in any event, no later than the day on which completion of the relevant Service was required under the Technical Specification, or as otherwise agreed in writing between the Parties.

5.5. Once, after completion of the initial set-up of the Installation in the Atrium of Justus Lipsius (service specified in Clause 4.1.1 of the Supplier's Tender), the Supplier shall, at its own cost and under its own responsibility, engage an independent qualified structural engineer or engineering company (a third party not employed by or affiliated with the Supplier) to inspect the assembled Installation in accordance with the procedures specified in the Technical Specification and issue a Certificate of Structural Stability and Safety (hereinafter – the „Stability Certificate"). The Supplier shall provide the Stability Certificate to the Contracting Authority within 3 (three) working days after the initial set-up is complete. Any defects identified shall be corrected by the Supplier without delay and at its own cost, followed by a repeat inspection until the Stability Certificate is issued. The issuance of the Stability Certificate shall neither relieve the Supplier of, nor limit, its full liability for the correct and safe assembly of the Installation, both for the initial setup and on all subsequent occasions.

5.6. The Services specified in Clause 4.1.4 of the Supplier's Tender shall be paid at the fixed hourly rate set out in the Supplier's Tender, on the basis of the actual hours worked in providing the Services and recorded in timesheets approved by the Contracting Authority. No separate Delivery-Acceptance Certificate shall be required.

5.7. The Supplier shall submit to the Contracting Authority, no later than 3 (three) working days before the end of the relevant month, a timesheet setting out the actual hours worked in providing Services specified in Clause 5.6 of the Contract and the invoice. Upon receipt of these documents, the Contracting Authority shall verify within 5 (five) working days whether the information provided therein corresponds to the Services ordered and provided and the prices set out in the Supplier's Tender. If the Contracting Authority identifies any discrepancies or deficiencies, it shall notify the Supplier thereof in writing. The Supplier shall rectify the identified discrepancies and/or deficiencies within 3 (three) working days from the receipt of such notification and submit the corrected documents to the Contracting Authority. If the Contracting Authority does not submit any reasoned comments within 5 (five) working days from receipt of the documents specified in this Clause, the Services shall be deemed accepted. Where discrepancies or deficiencies have been identified and corrected by the Supplier, the Services shall be deemed accepted if the Contracting Authority does not submit any reasoned comments within 5 (five) working days from receipt of the corrected documents.

5.8. The Contracting Authority shall pay the invoice within 30 (thirty) calendar days from the date of receipt of the correct invoice, provided that the Services have been accepted in accordance with the terms of this Contract. For the Services specified in Clauses 4.1.1–4.1.3 of the Supplier's Tender, acceptance shall be evidenced by the signing of the Delivery-Acceptance Certificate. For the Services specified in Clause 4.1.4 of the Supplier's Tender, acceptance shall be deemed to have occurred in accordance with Clauses 5.6 and 5.7 of the Contract.

5.9. Invoices shall be submitted only electronically. Electronic invoices complying with the European standard for electronic invoicing, the reference of which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference to the European standard on electronic invoicing and the list of its syntax pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the European standard on electronic invoicing), shall be submitted through the General Information System for Invoice Administration (SABIS) or by email: office.eu@urm.lt.

6. BASIS AND PROCEDURE FOR REPLACEMENT OF SUBCONTRACTORS

6.1. The Supplier shall ensure that any subcontractors engaged in the performance of the Contract are identified in the Supplier's Tender and meet the requirements established in the Procurement Documents

6.2. The subcontractors engaged in the performance of this Contract, if any, shall be those identified in the Supplier's Tender (Annex No. 2).

6.3. The Supplier may engage a new subcontractor or replace an existing subcontractor during the performance of this Contract only in accordance with the requirements of the applicable legal provisions governing public procurement.

6.4. Where the Supplier intends to replace a subcontractor whose capacities were relied upon to satisfy the qualification requirements established in the procurement documents, the Supplier shall submit a reasoned written request together with documents demonstrating that the proposed subcontractor meets the applicable qualification requirements.

6.5. Any new subcontractor proposed by the Supplier shall meet the qualification and other applicable requirements for the Supplier established in the procurement documents and the applicable public procurement legislation.

6.6. A new subcontractor may commence performance of the relevant part of the Contract only after the Contracting Authority has given its written consent and, where necessary, the Parties have signed a written amendment to this Contract.

6.7. Where a specialist indicated in the Supplier's Tender to satisfy the qualification requirements established in the Procurement Documents is replaced during the performance of the Contract, the Supplier shall ensure that the replacement specialist meets the applicable qualification requirements established in the Procurement Documents. The Supplier shall submit documents demonstrating the replacement specialist's compliance with such requirements to the Contracting Authority for approval before the replacement specialist commences performance of the Contract.

6.8. Where the Supplier engages or replaces a subcontractor whose capacities were not relied upon to satisfy the qualification requirements, the Supplier shall notify the Contracting Authority in writing no later than 5 (five) working days before such subcontractor commences performance.

6.9. The replacement or engagement of subcontractors shall not release the Supplier from any obligations or liabilities arising under this Contract.

6.10. Where a subcontractor so requests, the Contracting Authority may make direct payments to the subcontractor. The Contracting Authority provides for the possibility of direct payments to the subcontractors specified in this Contract under the following terms and conditions:

6.10.1. Following the conclusion of this Contract, and no later than the commencement of its performance, the Supplier shall submit to the Contracting Authority, in writing, the names of all subcontractors known at that time, the names of their authorised representatives and their contact details. The Supplier shall also inform the Contracting Authority in writing of any changes to such information throughout the performance of this Contract.

6.10.2. Within 3 (three) working days of receipt of the information referred to in Clause 6.10.1, the Contracting Authority shall notify the relevant subcontractors in writing of the possibility of direct payment.

6.10.3. A subcontractor wishing to make use of the direct payment arrangement shall submit a written request to the Contracting Authority. Where a subcontractor expresses its intention to receive direct payment, the Contracting Authority, the Supplier and the subcontractor shall conclude a tripartite agreement setting out the procedure for

direct payments to the subcontractor, taking into account the requirements of this Contract and the relevant subcontract.

6.10.4. The possibility of direct payment to subcontractors shall not affect or diminish the Supplier's responsibility for the proper performance of this Contract.

6.11. Where the Supplier is a group of suppliers (joint venture), any change in its composition during the performance of this Contract shall require the prior written consent of the Contracting Authority and shall be permitted only where allowed under the applicable public procurement legislation.

6.12. Any new member of the group of suppliers shall meet the qualification and other applicable requirements established in the procurement documents and the applicable legal requirements.

7. LIABILITY AND PENALTIES

7.1. Default interest payable by the Contracting Authority:

7.1.1. If the Contracting Authority fails to pay a correctly issued and submitted VAT invoice for duly provided and accepted Services within the time limit specified in this Contract, the Supplier shall be entitled to default interest at the rate of 0.02% (zero point zero two per cent) of the unpaid amount (excluding VAT) for each calendar day of delay, commencing on the day following the expiry of the payment deadline.

7.1.2. The Contracting Authority shall pay the default interest within 10 (ten) calendar days from receipt of the Supplier’s written request.

7.2. Liquidated damages payable by the Supplier:

7.2.1. If the Supplier delays the provision of the Services or delays remedying any deficiencies in such Services within the agreed time limits, the Contracting Authority shall be entitled to liquidated damages in the amount of EUR 1,000 (one thousand euros), excluding VAT, for each day of delay until the relevant obligation is fully performed.

7.2.2. The Supplier shall pay the liquidated damages within 10 (ten) calendar days from receipt of the Contracting Authority's written request.

7.2.3. The Contracting Authority may deduct any liquidated damages, contractual penalties or other amounts due from the Supplier under this Contract from any payments payable to the Supplier, after giving prior written notice thereof.

7.3. Where this Contract is terminated due to a material breach by either Party, or where the Contract is unjustifiably terminated otherwise than in accordance with the procedure established in the Contract, the Party responsible for such breach or termination shall pay the other Party a contractual penalty equal to 10 000,00 EUR (ten thousand euros), unless otherwise provided by mandatory legal requirements.

7.4. A Party that breaches its confidentiality obligations under this Contract shall compensate the other Party for the damages caused by such breach in accordance with the applicable legal requirements.

7.5. Payment of default interest, liquidated damages or contractual penalties shall not release either Party from the obligation to perform this Contract properly or from the obligation to compensate the other Party for damages to the extent not covered by such default interest, liquidated damages or contractual penalties.

7.6. The Supplier shall be liable for any damage caused to the Installation, the building, the premises in which the Services are provided, any property located therein, or any third parties or their property, where such damage arises from any act or omission of the Supplier, its personnel or subcontractors in connection with the provision of the Services.

7.7. In all matters not expressly regulated by this Contract, the liability of the Parties shall be governed by the applicable legal requirements.

8. FORCE MAJEURE

8.1. Neither Party shall be liable for the total or partial non-performance of its obligations under this Contract where such non-performance is caused by force majeure circumstances, provided that the affected Party proves that the circumstances were beyond its reasonable control, could not reasonably have been foreseen at the time of concluding this Contract, and that their consequences could not reasonably have been avoided or overcome.

8.2. Force majeure circumstances shall be understood as the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and other applicable legal requirements. During the period of force majeure, the affected Party shall be released from liability for the non-performance or improper performance of its obligations to the extent affected by such circumstances.

8.3. A Party invoking force majeure shall notify the other Party in writing without undue delay, but no later than within **2 (two) working days** after becoming aware of the force majeure circumstances. The notice shall be accompanied by documents confirming the existence of the force majeure circumstances, where such documents can reasonably be obtained, and shall indicate the expected duration of the force majeure and its impact on the performance of this Contract.

8.4. The affected Party shall take all reasonable measures to mitigate the effects of the force majeure circumstances and shall notify the other Party without undue delay when such circumstances cease to exist.

8.5. If the affected Party fails to notify the other Party in accordance with Clause 8.3 without justified reason, it shall not be entitled to rely on force majeure to the extent that such failure has caused damage to the other Party.

9. AMENDMENTS TO THE CONTRACT

9.1. The terms and conditions of this Contract may not be amended during its term, except where such amendments are expressly provided for in this Contract or are permitted in accordance with Article 89 of the Law on Public Procurement of the Republic of Lithuania and other applicable legal requirements.

9.2. Any amendment to this Contract shall be formalised by a written amendment agreement concluded between the Parties.

9.3. The Party initiating an amendment shall submit to the other Party a written notice proposing the amendment together with the factual and legal justification demonstrating that the conditions for such amendment are met. Within **5 (five) working days** of receipt of such notice, or within another period agreed by the Parties in writing, the other Party shall examine and assess the submitted information and provide its comments, proposals or decision based on this Contract and the mandatory provisions of the applicable legal requirements.

9.4. The amendment agreement shall enter into force on the date of its signature by both Parties, unless otherwise provided therein.

9.5. Changes to the contact persons or the details of the Parties specified in this Contract shall not constitute an amendment to this Contract, except where such changes relate to the replacement of the Supplier, a member of a group of suppliers or a subcontractor and constitute an amendment under the applicable public procurement legislation. Such changes shall be made unilaterally by the relevant Party, provided that the other Party is notified thereof in writing without undue delay.

9.6. Under no circumstances may any amendment substantially modify the nature or scope of this Contract contrary to Article 89 of the Law on Public Procurement of the Republic of Lithuania or other applicable legal requirements.

9.7. Where, during the performance of this Contract, the legislation governing value added tax (VAT) changes, the VAT applicable to the Services shall be adjusted in accordance with the applicable legislation. The fixed unit rates excluding VAT specified in this Contract shall remain unchanged. The resulting changes to the unit rates including VAT shall be formalised by a written amendment to this Contract no later than 10 (ten) calendar days after the relevant legislative amendments enter into force. The amendment shall form an integral part of this Contract. The revised VAT rates shall apply from the date prescribed by the applicable legislation.

10. TERMINATION OF THE CONTRACT

10.1. General Provisions

10.1.1. This Contract may be terminated by written agreement of the Parties or unilaterally in the cases and in accordance with the procedure provided for in this Contract, Article 90 of the Law on Public Procurement of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other applicable legal requirements.

10.2. Termination by the Contracting Authority

10.2.1. The Contracting Authority shall have the right to terminate this Contract unilaterally by giving the Supplier not less than 5 (five) calendar days' prior written notice if the Supplier commits a material breach of this Contract, including a breach expressly identified as material in this Contract or a breach that meets the criteria of a material breach set out in the Civil Code of the Republic of Lithuania, and, having received the Contracting Authority’s written notice of breach, fails to remedy the breach within the period specified therein, unless the breach by its nature is incurable.

10.2.2. The Contracting Authority shall have the right to terminate this Contract unilaterally by giving the Supplier not less than 10 (ten) calendar days' prior written notice where:

(a) the Supplier becomes insolvent, bankruptcy or restructuring proceedings are commenced against the Supplier, the Supplier suspends its business activities or any analogous situation arises under the applicable legal requirements;

(b) changes in the applicable legal requirements relating to the subject matter of this Contract, its performance or the activities of the Contracting Authority render the continued performance of this Contract impossible or no longer necessary;

(c) due to objective circumstances, the Contracting Authority no longer requires the Services covered by this Contract;

(d) the Contracting Authority receives a binding instruction or recommendation from a competent supervisory authority requiring termination of this Contract;

(e) the Contracting Authority's financial situation deteriorates, or the Contracting Authority fails to obtain funding or loses the funding necessary for the performance of this Contract, as a result of which the Contracting Authority decides to terminate the Contract;

(f) the Supplier refuses or fails to remedy deficiencies in the Services within the reasonable period specified by the Contracting Authority;

(g) the Supplier otherwise breaches this Contract or the applicable legal requirements and fails to remedy such Breach within the period specified in the Contracting Authority's written notice of Breach;

(h) any other grounds for termination provided for in Article 90 of the Law on Public Procurement of the Republic of Lithuania or other applicable legal requirements arise.

10.2.3. The Contracting Authority shall have the right to terminate this Contract with immediate effect or suspend its performance, in whole or in part, where the continued performance of this Contract would violate any applicable international, European Union or national sanctions or other mandatory legal requirements. Neither Party shall be required to perform any obligation under this Contract where such performance would be contrary to such sanctions or mandatory legal requirements.

10.3. Material Breaches of the Contract

The following shall constitute material breaches of this Contract by the Supplier:

10.3.1. failure by the Supplier to perform its obligations under this Contract in accordance with the agreed prices specified in the Contract and its Annexes;

10.3.2. failure to dismantle the Installation and clear the Atrium of the Justus Lipsius Building or to complete the dismantling/re-assembly of the Installation within the time limit specified in the Contracting Authority's request under clause 4.5 of the Technical Specification, as the strict compliance with this deadline is of critical importance for the Contracting Authority;

10.3.3. failure to complete the final dismantling and removal of the Installation by 30 June 2027, as the strict compliance with this deadline is of critical importance for the Contracting Authority;

10.3.4. except as otherwise provided in Clauses 10.3.2 and 10.3.3 of this Contract, any delay by the Supplier in the provision of the Services or in remedying any deficiencies in such Services exceeding 5 (five) calendar days beyond the agreed time limits;

10.3.5. provision of Services which do not comply with this Contract, the Technical Specification or the applicable legal requirements on more than 2 (two) occasions;

10.3.6. replacement of subcontractors or engagement of new subcontractors in breach of this Contract or the applicable public procurement legislation;

10.3.7. breach of the provisions of this Contract relating to confidentiality or any other essential contractual obligations;

10.3.8. any other material breach within the meaning of the Civil Code of the Republic of Lithuania.

10.4. Termination by the Supplier

10.4.1. The Supplier shall have the right to terminate this Contract unilaterally by giving the Contracting Authority not less than 30 (thirty) days' prior written notice if the Contracting Authority breaches the payment deadlines towards the Supplier (except where the Contracting Authority exercises its right to withhold payments), the Contracting Authority's outstanding debt to the Supplier exceeds 20 (twenty) per cent of the Initial Contract Value, and the Contracting Authority, having received the Supplier's written claim, fails to pay the amounts due within 30 (thirty) days.

10.4.2. The Supplier shall have the right to unilaterally terminate the Contract by giving the Contracting Authority at least 10 (ten) days' prior written notice if:

10.4.2.1. bankruptcy proceedings are initiated against the Contracting Authority, out-of-court bankruptcy proceedings are commenced, the Contracting Authority becomes insolvent, ceases its operations, or any analogous situation arises in accordance with the procedure established by applicable laws and other legal acts.

10.4.2.2. the Contracting Authority breaches the Contract or applicable laws and other legal acts and fails to remedy such breach within the reasonable period indicated in the Supplier's written notice, which shall not be less than 20 (twenty) days, except in the case provided for in Clause 10.4.1 of the Contract.

10.4.3. The Supplier shall also have the right to terminate this Contract in other cases established by laws and other legal acts.

10.5. Effects of Termination

10.5.1. Unless otherwise provided by the applicable legal requirements, this Contract shall be deemed terminated on the day following the expiry of the applicable notice period.

10.5.2. Upon termination of this Contract, the Parties shall verify that the Services provided up to the effective date of termination comply with the requirements of this Contract and shall settle all outstanding obligations arising under this Contract. The Contracting Authority shall pay only for the Services duly provided in accordance with this Contract up to the effective date of termination. The Supplier shall reimburse any amounts unduly received and compensate the Contracting Authority for damages, where applicable.

10.5.3. Within 10 (ten) calendar days after receipt of the notice of termination or the conclusion of the agreement terminating this Contract, the Parties shall return to each other all documents and other materials required to be transferred under this Contract.

10.5.4. Termination or expiry of this Contract shall not affect those provisions which, by their nature or express wording, are intended to survive termination, including provisions relating to confidentiality, personal data protection, liability, dispute resolution and final settlement between the Parties.

11. CLAIMS AND DISPUTE RESOLUTION

11.1. This Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

11.2. Any dispute, disagreement or claim arising out of or in connection with this Contract, including its breach, termination or validity, shall first be resolved through negotiations between the heads of the Parties or their duly authorised representatives.

11.3. If the Parties fail to resolve the dispute through negotiations, such dispute, disagreement or claim arising out of or in connection with this Contract, including its breach, termination or validity, shall be finally settled by the competent courts of the Republic of Lithuania having jurisdiction according to the registered office of the Ministry of Foreign Affairs of the Republic of Lithuania, in accordance with the procedure established by the laws of the Republic of Lithuania.

11.4. The existence of a dispute shall not constitute grounds for either Party to refuse to perform its obligations under this Contract.

12. PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT AND OTHER FINAL PROVISIONS

12.1. Persons responsible for the performance of the Contract:

	Contracting Authority's Representatives	**Supplier's Representatives**
Name, Surname		
Address		
Telephone		
Email		

12.2. Where any contact details of a Party or its representative specified in this Contract change, the relevant Party shall notify the other Party in writing within 2 (two) working days. Such changes shall not constitute an amendment to this Contract.

12.3. The Supplier shall not assign or transfer, in whole or in part, its rights or obligations under this Contract to any third party without the prior written consent of the Contracting Authority, except where otherwise permitted by the applicable legal requirements.

12.4. If any provision of this Contract is held to be invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions of this Contract.

12.5. This Contract has been read and understood by the Parties, and its authenticity is confirmed by the signatures of the duly authorised representatives of both Parties.

12.6. This Contract is executed in the English language in 1 (one) counterpart if signed using a qualified electronic signature recognised under the applicable legal requirements, or in 2 (two) counterparts of equal legal force if signed manually.

12.7. The following Annexes constitute an integral and inseparable part of this Contract. In the event of any inconsistency, they shall prevail in the following order:

12.7.1. Annex No. 1 – Technical Specification, XX pages;
12.7.2. Annex No. 2 – Supplier's tender, XX pages;
12.7.3. Annex No. 3. – Service Delivery-Acceptance Certificate, 2 pages.

13. DETAILS OF THE PARTIES

Contracting Authority	**SUPPLIER**
Permanent Representation of Lithuania to the European Union	[indicate representative's position, name, and surname]
Institution code:	Company code:
VAT payer code:	VAT payer code:
Address:	Address:
Telephone:	Telephone:
Email address:	Email address:
Financial institution / bank details:	
Account No.:	Account No.:
Name of financial institution:	Name of financial institution:
Financial institution code:	Financial institution code:
(Position, name, surname)	(Position, name, surname)
_____ (Signature) (Seal)	_____ (Signature) (Seal)
_____ (Date)	_____ (Date)

Annex No. 3 to the Contract

(Form of the Service Acceptance Certificate)

SERVICE DELIVERY-ACCEPTANCE CERTIFICATE No. _____

Date: _____ Place: Brussels, Kingdom of Belgium

Contracting Authority: Permanent Representation of Lithuania to the European Union
Supplier: _____
Contract No.: _____
Contract Title: Public Procurement Contract for the Installation, Maintenance, Periodic Dismantling/Re-assembly and Final Dismantling of an Art Installation

The Supplier hereby confirms that it has provided the following Services under the Contract:

Description of the Services provided:

_____

Date(s) of provision of the Services:

_____

Supporting documents (if applicable):

_____

Confirmation by the Contracting Authority

Following verification of the Services provided, the Contracting Authority:

☐ Accepts the Services and confirms that they have been duly provided in accordance with the requirements of the Contract, the Technical Specification and the Supplier's Tender.

☐ Confirms that the Services were provided after the deadline specified in the Contract and/or the Technical Specification, or that other contractual obligations were performed late.

☐ Identifies the following deficiencies or non-conformities in the Services provided:

_____

_____

_____

Where the space provided in this Certificate is insufficient, the deficiencies or non-conformities shall be listed in a separate document attached to and forming an integral part of this Certificate.

The Supplier shall remedy all deficiencies or non-conformities specified in this Certificate and its annexes by the _____, unless otherwise agreed in writing by the Parties.

The signing of this Certificate shall not release the Supplier from liability for any defects, deficiencies or other breaches of contractual obligations identified subsequently, in accordance with the Contract and applicable legal requirements.

This Certificate shall be signed in two counterparts of equal legal force, one for each Party, unless signed electronically by both Parties.

Signatures of the Parties

Services provided by:	**Services accepted by:**
Supplier's Representative	Contracting Authority's Representative
Name, surname: _____	Name, surname: _____
Position: _____	Position: _____
Date: _____ Signature: _____	Date: _____ Signature: _____